

LIBER

508

265981

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-19-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEREMY B. CARR and KATHLEEN W. CARR

Address 1930 Lincoln Drive, Annapolis, Maryland

2. SECURED PARTY

Name MICHAEL L. BAULSIR and ROBIN L. BAULSIR

Address 872 R Doris Drive, Arnold, Maryland 21012

HAROLD B. MURNANE, III, 900 Crain Highway, S.W. Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 27, 1987

4. This financing statement covers the following types (or items) of property: (list)
- Inventory-all Debtor's inventory, goods held for sale, supplies, goods in process.
 - Equipment-all new and used Equipment owned by Debtor, including that list attached hereto as Exhibit A.
 - Accounts-all Debtor's accounts receivable, contract rights and client list
 - Insurance proceeds-any and all right, title and interest in insurance proceeds due and payable in connection with said business.
 - Leasehold interest-debtor's leasehold interest in the premises from which Debtor's business is conducted and all leasehold improvements.
 - Licenses-All Debtor's rights, title and interest in all licenses.
- Specifically including all additions, replacements, after acquired goods, inventory, equipment. Property to be generally located at 1930 Lincoln Drive, Annapolis, Maryland.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

JEREMY B. CARR
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

KATHLEEN W. CARR
Type or Print Above Signature on Above Line

[Signature]
MICHAEL L. BAULSIR, Secured party

[Signature]
(Signature of Secured Party)

ROOBIN L. BAULSIR, Secured party
Type or Print Above Name on Above Line

RECORDING FEE 18.00
CITY ROI 11.00
FEB 19 87

13

1850

SIR SPEEDY PRINTING
EQUIPMENT LIST

BOOK 508 PAGE 2

EXHIBIT A

- 1 - Ricoh FT 4060 with SADF & sorter & coin box and base cabinet
- 1 - 30" x 72" table
- 1 - Kiddy table and 2 chairs
- 1 - Catalog stand
- 2 - Perforators
- 1 - AM total copy system & sorter & plate maker
- 1 - 8200 Xerox with finisher
- 1 - Bostitch stapler B-300
- 1 - GBC 21-hole punch
- 1 - Computer feeder for 8200 Xerox
- 2 - 5-hole punches
- 1 - Sanyo ECR 690-8 with slip printer electronic cash register complete accounts receivable software included (card system)
- 1 - Complete telephone system by Condial (7 stations)
- 2 - Sanyo computer Model 555 silver fox
- 1 - Comex letter quality printer Model CR-1
- 2 - Swingline electric staplers, Model 5000
- 2 - Dot Matrix printers
- 1 - Mosler security container
- 1 - Super Beltron with 20 meg hard drive
- 1 - AM Comp edit Model 5810 with extended memory and image preview (30 type cartridges, 4 face, total 120 fonts)
- 1 - Layout table with paraliner
- 2 - High stools
- 1 - Drafting table with portable paraliner
- 1 - ArtWaxer
- 1 - 12" PC processor
- 1 - Macintosh + with hard drive & laser writer (5 software packages for graphics)
- 1 - Burglar alarm system with infra-red
- 1 - DDS Camera (C 240)
- 1 - Richmond lineup table
- 1 - Nuarc light table
- 1 - Nuarc FT 32 plate frame
- 1 - Tobias densitometer
- 1 - Gam exposure prediction computer
- 1 - Brown punch and register system
- 1 - Kodak screen roller
- 1 - Nuarc integrator
- 1 - Inpents film cutter
- 1 - Agfa CP 380 stat processor
- 1 - Kodamatic 65 film processor

PRESS ROOM

- 1 - Intercom paging system
- 3 - Portable shelving units
- 2 - Pag cans
- 1 - AB Dick 375 press with work organizer & alcohol damping & spray unit
- 1 - Hanada 220 DX
- 1 - Work truck
- 1 - AB Dick 9850 with T51 spray unit & alcohol damping
- 1 - AB Dick 385 with T51 alcohol damping & spray unit
- 1 - Plunger can
- 1 - ITEM 1518 Magalith
- 1 - J&B punch (plate)
- 3 - Portable shelving
- 1 - OHAUS inking scale
- 1 - Fire extinguisher

BINDRY

- 1 - 26-1 K mercury exposure system Nuarc
- 4 - 30" x 72" tables
- 4 - Type cabinets with furniture
- 2 - Solvert pumps
- 3 - Sections of steel shelving
- 1 - Solna 125 25" press
- 1 - Challenge knife cutter
- 1 - Polar 30" programmable cutter, Model 76EM
- 2 - Green supply cabinets
- 1 - 20" Triumph cutter
- 1 - Baum 20 x 26 with right angle 3 over 4 folder
- 1 - Bencol counter
- 2 - Banders
- 1 - Pallet Jack
- 1 - Baum folder #714 with air feed and table
- 1 - Mini counter
- 1 - Posstack drill
- 1 - Perfection 1-1/2" stitcher
- 1 - Bostitch stitcher #7
- 1 - Bostitch stitcher #3
- 1 - C&F letter press
- 1 - 4000 Micromatic numbering machine with 2 heads
- 4 - 30" x 72" tables
- 1 - Work unit
- 1 - Storage shelver
- 1 - Foldnak-1 bookmaker
- 1 - Norfin 208 bin sorter with pageboy
- 1 - AB Dick Model 7830 30-station collator with 2 headed stitcher and folding unit
- 1 - AFS 14 x 17 shrink wrap system
- 1 - Fobbie wrapping system
- 1 - AB Dick belobinder
- 1 - AB Dick master conversion unit
- 1 - AGFA eliminator plate maker
- 1 - GBC 8-station collator

- 1 - Craftsman tool box, top and bottom
- 1 - HIC electric punch
- 1 - HIC comb machine
- 1 - Dispenscanatic label dispenser
- 1 - Super speed drill
- 1 - Faddington II press
- 1 - Padding press
- 1 - GBC jogger
- 1 - Bostitch electric stapler
- 2 - Hand numbering machines
- 1 - Computer desk

BOOK 508 PAGE 4

OFFICE EQUIPMENT

- 1 - 2-piece reception counter
- 150 - job jackets
- 2 - Desks with chairs in reception area
- 1 - Portable file cabinet
- 1 - Work station 5'
- 2 - Calculators
- 2 - Swivel side chairs
- 1 - Desk
- 2 - Bookcases
- 1 - Computer desk
- 1 - Calculator
- 1 - Computer free arm
- 1 - Set of Thomas Registers 1986
- 1 - Printer stand
- 3 - Paper storage shelvings
- 1 - Metal supply cabinet
- 1 - 30" x 72" table
- 1 - Chair
- 1 - Metal shelf
- 4 - 4-draw file cabinets
- 1 - 2-draw file cabinet
- 1 - Desk
- 1 - Chair
- 1 - Calculator
- 1 - 5-draw file cabinet
- 1 - Bookcase
- 1 - Desk
- 1 - Chair
- 1 - Calculator
- 1 - Table
- 1 - Computer table
- 1 - Printer table
- 1 - Electric pencil sharpener
- 1 - Exacto sharpener
- 1 - 4-draw legal size file cabinet
- 1 - Art shelf
- 1 - Bunn coffee maker
- 1 - Coffee storage unit
- 1 - Refrigerator
- 1 - Microwave oven
- 2 - Fire extinguishers
- 1 - 36" T square
- 1 - Simplex time clock and card rack

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

BOOK 508 PAGE 5
265985

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Primedical, Inc.
(Name or Names)
3742 W. 11th St. Baltimore, Md.
(Address)

RECORD FEE 11.00
POSTAGE .50

LESSEE _____
(Name or Names)

(Address)

RECEIVED BY THE STATE
FEB 9 1987

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
9767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21294

1B

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR _____
(Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Primedical, Inc.

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Donald P. Buntz VP
(Title)

By: Brian G. Connelly Manager
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

(Type or print name of person signing)

110

SCHEDULE A

BOOK 508 PAGE 6

Attached to and made a part hereof Equipment Lease No. EQUI 500
dated December 2, 1986.

<u>Quantity</u>	<u>Description</u>
1	IBM Computer System consisting of: <u>Hardware</u>
1	4321-107 12" System 36 Terminal
3	4321-107 Display Stations
1	4321-109 100 400 CPM Printer
	<u>Software</u>
1	5727/002 System 36 Support Software
1	5727/002 System 36 SP011
1	5727/001 System 36 Utilities Software
1	Model 5875/01A, 5780 Mechanical PPSO Emulation Kit, Version 3.1
1	QWAS Software System
1	General Letter Module
1	Accounts Payable Module

Mailed to Assignee

Approved and agreed to this 2nd day of December, 198 6

Lessee: Princedal, Inc.

Lessor: Cherapeake Industrial Leasing Co., Inc.

By: *[Signature]*
Donald P. Buntz

By: *[Signature]*
Brian G. Connolly

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 12/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Beanery Inc. t/a The Coffee Merchant
Address #74 Annapolis Mall Annapolis, Md. 21401

2. SECURED PARTY

Name Crown Leasing, Inc.
Address P. O. Box 32071 23 Walker Avenue Pikesville, Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE "A"

RECORD FEE 12.00
MAY 1980 CITY BAL 111 433
FEB 9 87

TB

12

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

DANIEL M. COLLINS

Type or Print Above Name on Above Line

Daniel M. Collins

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

R. M. Villaverde V.P.

Type or Print Above Signature on Above Line

The Beanery Inc.
t/a The Coffee Merchant
#74 Annapolis Mall
Annapolis, Md. 21401

10597

SCHEDULE "A"

BOOK 508 PAGE 8

EQUIPMENT LIST

- 1- new pan rack by normandy
 - 1- one new single door refrigerator by jordon
 - 1- one new undercounter refrigerated base by jordon
 - 1- one new undercounter dishwasher by jackson
 - 1- one new refrigerated display case by schmitt
 - 1- one new non-refrigerated display case by schmitt
 - 1- one new undercounter ice maker
 - 1- one new set of cup dispensers by barboy
 - 1- one new 3-department cash register by tek
 - 1- one new 94" 3 compartment sink by eagle
 - 1- one new 2-dr freezer by jordon
 - 1- one new set of lz7212 wire shelving by metro
 - 1- one new single dr merchandiser by true
 - 1- one new cappacino machine by fama
 - 1- one new 5-hot coffee maker by bunn
 - 1- one new coffee grinder by fama
 - 1- one new set of three 2-lb. scales by toledo
-

Mailed to Secured Party

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 265007

FINANCING STATEMENT

1. Debtor(s):

CCRC Provider Services Corporation
 Name or Names—Print or Type
 7223 Parkway Drive Hanover Maryland 21076
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Service Research Incorporated
 Name or Names—Print or Type
 915 Southwick Drive Towson Maryland 21204
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

As set forth on Schedule A.

4. If above described personal property is to be affixed to real property, describe real property.

Not Applicable.

5. If collateral is crops, describe real estate.

Not Applicable

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): SECURED PARTY:

(Signature of Debtor) Service Research Incorporated
 CCRC Provider Services Corporation (Company, if applicable)
 Type or Print
 BY: Robert B. Haldeman BY: William S. Calvert
 (Signature of Debtor) (Signature of Secured Party)

Robert B. Haldeman, President William S. Calvert, President
 Type or Print Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Service Research Incorporated, 915 Southwick Drive, Towson, Md. 21204

RECORD FEE 11.00
POSTAGE .50
#SLATS 0777 201 711-47
FEB 9 87
KB

11/80

SCHEDULE A

EQUIPMENT LIST
by workstation / location

BOOK 508 PAGE 10

AMK-workstation

Z158 Zenith IBM compatible serial no. 543DD0720
640 + 128 Kbytes memory - 3 banks 256K
2 360K floppy disk drives
Z329 Video addapter card - Hi-res monochrome (TTL)
TTL Amber Monochrome monitor - ZVM123
8087 math co-processor chip installed
8 MHz 8088 CPU
1 single drive half height 10Mbyte Bernoulli Box & adapter
1 C. Itoh M8510 NLQ dot matrix printer serial no. SP101883

KWB-workstation

Z151 Zenith IBM compatible serial no. 13-58450
640 Kbytes memory - 2 banks 256K 2 banks 64K
2 360K floppy disk drives
Z329 Video addapter card - Hi-res monochrome (TTL)
TTL Amber Monochrome monitor - ZVM123
4.7 MHz 8088 CPU
parallel and serial ports for printing

MAS-workstation

IBM PC-AT Serial no.51186945170
512 Kbytes memory - 4 banks of 128K
Amdek 310A TTL monochrome monitor
Everex Edge Video adapter card - Hi-res monochrome (TTL)
1 hi-density 1.2Mbyte floppy disk drive
1 "standard" 360Kbyte floppy disk drive
1 "bootable" interface for Bernoulli Box & 20 ft. cable
1 single drive half height 10Mbyte Bernoulli Box
1 IBM Serial I/O adapter card

WSC-workstation

Z158 Zenith IBM compatible serial no. 530DE1154
640 + 128 Kbytes memory - 3 banks 256K
2 360K floppy disk drives
Z329 Video addapter card - Hi-res monochrome (TTL)
TTL Amber Monochrome monitor - ZVM124 with tilt/swivel base
8087 math co-processor chip installed
8 MHz 8088 compatible V-20 CPU
1 dual drive half height 10+10 Mbyte Bernoulli Box & adapter

Print Sharing Network

Printmaster - controller and 512K buffer S/N 143311
Printer - HP Laser Jet 2686A S/N 2424J94776
Font cartridge - Courier P&L 92286L
Low impedance cables & connectors to each work station

Note: All locations are provided with surge protected power strips and appropriate power connections. 9JUN86 wsc

Mailed to Secured Party

265983

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Eastern Petroleum Corporation
Address: 33 Hudson Street
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 12.00
POSTAGE .50
651476 6777 001 111:49
FEB 9 87

3. This Financing Statement covers the following types (or items) of property:
See Attached Schedule A

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Eastern Petroleum Corporation
J. Kent McNew
J. Kent McNew - President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *John J. Feldman III*
John J. Feldman III - Assistant V.P.
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1/50



SCHEDULE A

BOOK 508 PAGE 12

FOR

EASTERN PETROLEUM CORPORATION

- 4 Gilbarco ultrasonic 92 probe
- 1 Gilbarco ultrasonic 68 probe
- 5 Gilbarco 300' coaxial cable
- 1 PA01670008012 Tank monitor console
- 4 R261-1 Remanufactured, Dual One product suction pumps, lighted.
Serial #'s KR4422, KR4424, KR4432, KR4446
- 2 R262-1 Remanufactured Dual Two product suction pumps, lighted.
Serial #'s JR4274, JR4275
- 2 R261 Remanufactured Dual One product suction pumps, lighted.
Serial #'s KR4454, KR4447
- 4 Remanufactured, Dual Two product suction pumps, lighted.
Serial #'s JR4390, JR4279, JR4277, JR4276
- 2 Red Jacket 3/4 hp submersible pump with 24" x 24" manholes and
leak detectors
- 6 Gilbarco R261-0 remanufactured dual one product dispenser
Serial #'s JR1745B, KR1855B, JR1767B, KR1857B, KR1858B, KR1856B

Mailed to Secured Party

COUNTY

Register, Inc.

BOOK 508 PAGE 13

STATE OF MARYLAND

205989

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Anne Arundel

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: RCS Developers, Inc. Address: 744 Harness Creek View, Annapolis, MD 21403

2. SECURED PARTY

Name: AAAGUIP Corporation Address: 13409 Occoquan Rd., Woodbridge, VA 22191

RECORD FEE 11.00 POSTAGE .50

Person and Address To Whom Statement is To Be Returned if Different From Above

3. Maturity date of obligation (if any)

FEB 9 87

4. This financing statement covers the following types (or items) of property: (list)

All the Debtor's right, title and interest in, to and under the following goods whether presently existing or hereafter acquired and all attachments and accessions to such goods, and all proceeds of the goods including, without limitation, proceeds of insurance policies insuring any or all of the goods or any guaranty or warranty, payable by reason of loss or damage to or otherwise with respect to any of the goods; such goods being more specifically:

Table with 5 columns: QTY, NEW OR USED, MAKE, MODEL, DESCRIPTION (INCLUDE ATTACHMENTS), SERIAL NO'S. Row 1: 1, Used, AC, 715, Tractor, Backhoe, Loader, ROPS, Extra Bucket, 2021

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EANT 40646

X (Proceeds of collateral are also covered) (Products of collateral are also covered)

Signature of Assignee(s) DEUTZ-ALLIS CREDIT CORPORATION 1126 S. 70TH ST. WEST ALLIS, WI 53214

Signature of Debtor: Robert C. Sholar

Type or Print Above Name on Above Line: ROBERT C. SHOLAR

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: I W Sirbaugh, Pres

Type or Print Above Signature: I W SIRBAUGH

150

265999

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in local records check here

This financing statement dated 1/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas D. Vreeland, Ralph G. Johnson, Elaine M. Johnson

Address 670 Sara Drive, Washington, Pa. 15301

RECORD FEE
POSTAGE

13.00
.50

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St., Annapolis, Md. 21403

RECORDED
FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TR

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1981 Tartan 37, OAL: 37'3 1/2", Hull #TAR37324M81F with 1981 Westerbeke diesel engine, 50 horsepower, ser. no. 18P/830A/0410C006

ASSIGNEE OF SECURED PARTY:
Society For Savings
1290 Silas Deane Hwy.
Wetherfield, CT 06109

CHECK IN THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas D. Vreeland
(Signature of Debtor)

Thomas D. Vreeland
Type or Print Above Name on Above Line

Ralph G. Johnson
(Signature of Debtor)

Ralph G. Johnson
Type or Print Above Signature on Above Line

Elaine M. Johnson
Elaine M. Johnson

FIRST COMMERCIAL CORPORATION

(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

Noted to Registrar

Anne Howard
1/16/87

FINANCING STATEMENT

508 PAGE 15

DATE: January 14, 1987

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Crazy Horse Enterprises, Inc.

ADDRESS: 8201 Ritchie Highway
Pasadena, Maryland 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, fixtures, equipment, inventory, accounts receivable now owned and hereafter acquired, excluding motor vehicles for Crazy Horse Enterprises and pending NAPA auto parts distributorship

RECORD FEE 11.00
POSTAGE .50
481306 0777 AM 113:19
FEB 9 87
15

Mailed to Secured Party

DEBTOR(S):

Crazy Horse Enterprises, Inc.

[Signature]

by Dennis A. Huffman

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: *[Signature]*
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1150

265992

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Cosmetic & Fragrance Concepts Inc. 10551 Ewing Road Beltsville, MD 20705</p>	<p>2. Secured Party(ies) and address(es)</p> <p>Information Processing Systems, Inc. Mack Centre III 140 E. Ridgewood Avenue Paramus, NJ 07652</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00 POSTAGE #1307 0777 ROL 11:35:22 FEB 9 1987 TB</p> <p>5. Assignee(s) of Secured Party and Address(es) SOVRAN LEASING CORPORATION 1510 WILLOW LAWN DRIVE RICHMOND, VA. 23230</p>
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4. This financing statement covers the following types (or items) of property:

See Attached Schedule I #87002
Lease Agreement #4-0603RK dtd 12/30/85
Equipment Schedule #4 R & #3 dtd 11/13/86
#5 dtd 1/5/87

*not Subject to Recordation Tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Clerk of Circuit Court - Anne Arundel County

Cosmetic & Fragrance Concepts Inc.

Information Processing Systems, Inc.

By: [Signature] Exec. V.P.
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Debtor: Cosmetic & Fragrance Concepts Inc.
10551 Ewing Road
Beltsville, MD 20705

SCHEDULE 1

BOOK 508 PAGE 17

Secured Party: Information Processing Systems, Inc.
Mack Centre III
140 E. Ridgewood Avenue
Paramus, N.J. 07652

_____. "All of the personal property leased or to be leased by Secured Party to Debtor pursuant to the Equipment Lease Agreement, dated as of, 12/30/85 between Secured Party, as Lessor, and Debtor, as Lessee, as the same may be amended, modified or supplemented, including (without limitation) the following equipment: Lease Agreement 4-0603RK, Equipment Schedule #3, 11/13/86
Location of Equipment: See Below *

Item No.	Type/Model	Feature	Serial Number	Description
Equipment Schedule #3 dtd 11/13/86				
1	(2) NCR 2150	Midline Systems	*	(2) 2157 Master Terminals (2) 2155 Back up Terminals (8) 2154 POS Terminals

Lessee shall use one system per location at their retail store, "The Cosmetic Center", located in Midlothian, VA and Severna Park, MD.

* 10401 Midlothian Tpk., Richmond, VA 23235 6740 Governor Ritchie Hwy, Severna Park, MD ^{2114b}
(1) 2157 s/n D319244 (1) 2157 s/n 16211562
(1) 2155 s/n D319445 (1) 2155 s/n 16471205
(4) 2154 s/n D316777, D316774, D316775, D316776 (4) 2154 s/n D331507, D331506, D331509, 17631427

Equipment Schedule #4 REvised dtd 11/13/86 (8) NCR 2150 Midline Systems

6198 K Little River Tpk, Alexandria, VA 22312 (1) 2157 s/n 16223380, (1) 2155 s/n 16518465 (3) 2154 s/n 17345052, 17345051, 17345055	7500B Leesburg Pike, Falls Church, VA 22043 (1) 2157 s/n 16223387, (1) 2155 s/n 16508307 (3) 2154 s/n 17331510, 17316779, 17316780
8351 Sodley Road, Manassas, VA 22110 2157 s/n 16211573, (1) 2155 s/n 16471204 (3) 2154 s/n 17331512, 17331503, 17331511	6374 Arlington Blvd., Falls Church, VA 22044 (1) 2157 s/n 16211584, (1) 2155 s/n 16518466 (4) 2154 s/n 17345054, 17345050, 17316778, 17316781
8906G West Broad St. Rd, Richmond, VA 23229 (1) 2157 s/n 16223390, (1) 2155 s/n 16518462 (4) 2154 s/n 17345053, 17345057, 17345059, 17345056	3089A Nutley Street, Fairfax, VA 22031 (1) 2157 s/n 17637005, (1) 2155 s/n 17634510 (4) 2154 s/n 17628767, 17628760, 17628765, 17631426
6801 Bland Street, Springfield, VA 22150 (1) 2157 s/n 17637003, (1) 2155 s/n 16518463 (4) 2154 s/n 17628761, 17628762, 17628763, 17628764	13822 Outlet Drive, Silver Spring, MD 20904 (1) 2157 s/n 17319245, (1) 2155 s/n 16518467, (3) 2154 17345044, 17345046, 17345048

Equipment Schedule #5 dtd 1/5/87 (5) NCR 2150 Midline Systems

10551 Ewing Road, Beltsville, MD 20783 (1) 2157 s/n 16211561, (1) 16518464 (3) 2154 s/n 17345047, 17345049, 17331505	12129 Rockville Pike, Rockville, MD. 20852 (1) 2157 s/n 17637004, (1) 2155 s/n 17634511 (4) 2154 s/n 17628766, 17631428, 17631422, 17631424
9679 Lost Knife Rd., Gaithersburg, MD 20877 (1) 2157 s/n 16211577, (1) 2155 s/n 16508305 (4) 2154 s/n 17631425, 17345042, 17345043, 17345045	2080 Timonium Road, Timonium, MD 21093 (1) 2157 s/n 16211578, (1) 2155 s/n 17634509 (3) 2154 s/n 17631429, 17631430, 17631423
1804 East Belt Blvd., Richmond, VA. 23224 (1) 2157 s/n 16223389, (1) 2155 s/n 17319446, (1) 2154 s/n 17345058	

It is the intent of the Secured Party-Lessor and the Debtor-Lessee that the said Equipment Lease Agreement represents a valid and enforceable lease. However, without prejudice to the rights of the said parties under said lease, this Financing Statement is filed to comply with the requirements of the Uniform Commercial Code in the event it be determined for any reason, notwithstanding such intent, that said lease constitutes a security agreement under the Uniform Commercial Code."

265993

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Maturity Date (Optional) 11.00

Debtor and social security or IRS emp. ID number and Address

Secured Party and Address

LARRY BROWNING
4429 COBALT DR
HARWOOD, MD 20776

SENDORE INC
3200 SENDORE DRIVE
SIOUX FALLS, SD 57107

RECORD FEE
POSTAGE
0040 801 713 31
FEB 9 87

TB

This financing statement covers the following types for items of property

SENDORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS
1 LC75 1 TF46
1 SCR250

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

Describe real estate (If collateral is crops) The above described crops are growing or are to be grown on OR
(If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to

"Not subject to recordation taxes."

Check (X) if covered Proceeds of collateral are also covered Products of collateral are also covered

Number of additional sheets, if any

Filed with

LARRY BROWNING

SENDORE INC

By Larry Browning
Signature of Debtor

By DMcchesney
Signature of Secured Party

Form SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by: Secretary of State, State of South Dakota.

Mailed to Secured Party

265991

BOOK 508 PAGE 19

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)
Cizek, Matthew & Betsy
3758 Patuxent Crossover
Davidsonville, Md 21035

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
NS1514 0040 R01 T13:32
FEB 9 87
TB

4 This financing statement covers the following types (or items) of property

1 Bay window & 1 Patio Door

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF THE COURT - ANNE ARUNDEL COUNTY

x Matthew F. Cizek
Signature(s) of Debtor(s)
Betsy A. Cizek

U.S. ENERGY
Signature(s) of Secured Party(ies)

Whse Cont 11179008

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Mailed to Assignee

205995

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) Ellecamp, Ronald & Iris 1705 Walleye Drive Crofton, Maryland 21114	2 Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #51515 0040 R01 113:33 FEB 9 87 TB
4 This financing statement covers the following types (or items) of property 11 replacement windows <i>CONDITIONAL SALES CONTRACT TAX EXEMPT</i>		5 Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF THE COURT - ANNE ARUNDEL COUNTY

By Ronald L. Ellecamp U.S. ENERGY
Iris Julie Ellecamp Jessie
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

BOOK 508 PAGE 21

265996

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Wheeler, James & Madaline
5 Cherry Grove Ave. South
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#01516 0040 801 713433

4 This financing statement covers the following types (or items) of property

14 replacement windows

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)

Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

FEB 9 87
TB

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF THE COURT - ANNE ARUNDEL COUNTY

By James A. Wheeler
JAMES A. WHEELER
Madaline D. Wheeler
MADALINE D. WHEELER
Signature(s) of Debtor(s)

By U.S. ENERGY
[Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

Index to Auditor

265097

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Carroll, Lumarilyn S.
88 River Drive
Annapolis, Md 21403

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#51517 0040 801 717434
FEB 9 87

4 This financing statement covers the following types (or items) of property:

9 replacement windows

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)

Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF THE COURT ANNE ARUNDEL COUNTY

By X Lumarilyn S. Carroll
LUMARILYN S CARROLL
Signature(s) of Debtor(s)

By U.S. ENERGY
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Code - Applicable

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

Filed to [illegible]

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Schwallenberg, James L. & Margaret M.
115 Edgemere Drive
Annapolis, Md. 21403

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 12.00
POSTAGE .50
#51518 C040 #01 113:34
FEB 9 87
TB

4 This financing statement covers the following types (or items) of property
8 Double Hung style Energy Lock III
2-3 section slider style Energy Lock III
Includes capping, sun glass & screens
CONDITIONAL SALES CONTRACT
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF THE COURT - ANNE ARUNDEL COUNTY

By James L. Schwallenberg
Margaret M. Schwallenberg
Signature(s) of Debtor(s)
MARGARET M SCHWALLENBERG

By U.S. ENERGY
[Signature]
Signature(s) of Secured Party(ies)

265099

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Housley, Harold
1172 Tyler Avenue
Annapolis, Md 21403

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#51519 0777 001 113:34
FEB 9 '87

4 This financing statement covers the following types (or items) of property

4 replacement windows

CONDITIONAL SALES CONTRACT
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented
Filed with CLERK OF THE COURT - ANNE ARUNDEL COUNTY

By Harold L. Housley
Signature(s) of Debtor(s)
HAROLD L. HOUSLEY

US ENERGY
By [Signature]
Signature(s) of Secured Party(ies)

Whse Cont 11179008

STANDARD FORM - FORM UCC-1.

Noted to Assignee

Clerk of the Circuit Court
ANNE ARUNDEL COUNTY
P.O. Box 71
Annapolis, Md. 21404

BOOK 508 PAGE 25

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260214
RECORDED IN LIBER 494 FOLIO 264 ON 01/31/86 (DATE)

2. Name and address of Debtor(s) Kenneth Cohen & George Laibson 355 South Drive Severna Park, Maryland 21146	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093
---	---

RECORD FEE 10.00
REGISTERED 01/31/86
FEB 9 87

4. After recording, this statement is to be returned to C.I.T. Corporation at

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

One (1) 1985 Clark 909 Backhoe S/N 2962

One (1) 1985 Beck EL19 Trailer S/N P2282

Dated

12/9/86

Don Hesse
(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HBE LEASING CORPORATION
Address 11330 OLIVE STREET ROAD, P.O. BOX 27340, ST. LOUIS, MO 63141

2. SECURED PARTY

Name LLOYDS BANK PLC GP#AA
Address 233 SOUTH WACKER DRIVE, CHICAGO, IL 60606

HBE LEASING CORPORATION, P.O. BOX 27340, ST. LOUIS, MO 63141
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

ONE NUCO 1218 ELECTROSTRATIC PLATE MAKER LOCATED AT 8201 RITCHIE HIGHWAY, PASADENA, MD 21112 TOGETHER WITH ACCESSIONS, APPURTENANCES AND ACCESSORIES THERETO ALL AS DESCRIBED IN LEASE #12381.03; ASSIGNMENT COVERING SAID EQUIPMENT BETWEEN HBE LEASING CORPORATION AND UNIVERSITY PRESS OF AMERICA, INC.

FILED WITH: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

J. Swick
(Signature of Debtor)
HBE LEASING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

J. Swick
(Signature of Secured Party)
LLOYDS BANK PLC
Type or Print Above Signature on Above Line

RECORD FEE 11.00
RECORDED CHG NO 1 113441

FEB 9 87
TB

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. XXXXXXXXXX

BOOK 508 PAGE 29

1. ~~DEBTOR~~ Lessee

Name Dealers Outlet, Inc. Address 7234 Ritchie Highway, Glen Burnie, MD 21061

2. ~~LESSOR~~ Lessor

Name Dominion Leasing Corporation Address P.O. Box 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

Name and address of Auditor

"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE CONTRACT" "NOT SUBJECT TO RECORDATION TAXES"

RECORD FEE 11.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

#51528 0777 R01 113:44 FEB 9 87

TB

(Proceeds of collateral are also covered) (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Lessee) Dealers Outlet, Inc. Type or Print Above Name on Above Line Ronald Manns, President (Signature of Debtor) Type or Print Above Signature on Above Line

(Signature of Secured Party Lessor) David L. C. Wright, Jr., Vice President Dominion Leasing Corporation Type or Print Above Signature on Above Line



Schedule "A"

This Schedule is attached to and made a part of the Equipment Lease dated 6/3, 19 86 between Dealers Outlet, Inc. (Lessee) and Dominion Leasing Corporation (Lessor).

- 1 PC325 System which includes:
 - 1 RCS Operating System - RCS 325 S/N WF00011823
 - 2 5-1/4 Floppy Disk Drives
 - 512 K MOS Memory
 - 1 Printer Port
 - 1 Communications Port
 - 1 Video Terminal No S/N
 - 1 ADP 50 Printing Terminal/Stand S/N TC13713
 - 1 1200 Baud Modem w/Auto dialer
 - 1 Telephone Handset
 - 1 1542 6' Modem Cable
 - 1 BCC05 LA50 Cable

Mailed to Secured Party

This Schedule is hereby verified as correct by the undersigned Lessee.

Dealers Outlet, Inc.

Lessee:

[Signature] 6/3/86

By:

BOOK 508 PAGE 31

206001

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor UNC Incorporated, UNC Technical Products Division

Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation

Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party _____

Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

N/A

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new Toshiba NC Vertical Boring and Turning Machine Model TXN16, s/n 430047, equipped with Shibaura-Fanuc Model 11T Control s/n 7183980. Includes all proceeds, replacements, and accretions attached thereto and all substitutions thereof. DEBTOR IS NOT AUTHORIZED TO SELL EQUIPMENT.

THIS IS A SALE/LEASEBACK TRANSACTION. THIS IS NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)
UNC Incorporated
UNC Technical Products Division
Type or Print Above Signature on Above Line

(Signature of Debtor)
Fred M. Kinney

Fred M. Kinney
Type or Print Above Signature on Above Line

SECURED PARTY

Mailed to Secured Party

(Name of Dealership)
By L. Maltese
(Signature of Secured Party) L. Maltese
General Electric Credit Corporation
Type or Print Above Name on Above Line

11

RECORD FEE 11.00
#51527 0777 ROL 113-46
FEB 9 87
TB

PLEASE RETURN TO: G. E. Credit Corp.
P. O. Box 230
Rocky Hill, CT 06067

BOOK 508 PAGE 32866005

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 12-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Name of Debtor UNC Technical Products Division of UNC Incorporated
Address 175 Admiral Cochran Drive, Annapolis, MD 21401
- 2. Name of Secured Party General Electric Credit Corporation
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067
- 3. Assignee of Secured Party _____
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
REGISTRATION FEE 113.46
FEB 9 1987

TB

- 4. Maturity date of obligation (if any) _____
- 5. This financing statement covers the following types (or items) of property: (list)

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new Toshiba NC Vertical Boring and Turning Machine Model TXN16, s/n 430047, equipped with Shibaura-Fanuc Model 11T Control s/n 7183980. Includes all proceeds, replacements, and accretions attached thereto and all substitutions thereof. DEBTOR IS NOT AUTHORIZED TO SELL EQUIPMENT.

THIS IS A SALE/LEASEBACK TRANSACTION THIS IS NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)
UNC Technical Products Division of UNC Incorporated
Type or Print Above Signature on Above Line
Fred M. Kinney
(Signature of Debtor)
Fred M. Kinney
Type or Print Above Signature on Above Line

SECURED PARTY
(Name of Dealership)
By L. Maltese
(Signature of Secured Party) L. Maltese
General Electric Credit Corporation
Type or Print Above Name on Above Line

11

266006

BOOK 508 PAGE 33

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Central Maryland Title Company 7310 Ritchie Highway, Suite 210 Glen Burnie, MD 21061	2 Secured Party (ies) and address(es) General Electric Credit Corporation 101 East Ridge Drive Suite 301 Danbury, CT 06810	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 451231 0777 401 113446 FEB 9 87
--	---	--

4 This financing statement covers the following types (or items) of property:

(1) IBM/AT	(1) ESCROW ACCOUNT MANAGEMENT™
(1) C.Itoh Letter-Quality Printer	(1) TITLE-INDEXING™
(1) WYSE Terminal	(1) DATACLOSE EXPRESS™
(1) TITLE-RITE™	

ASSIGNEE OF SECURED PARTY

RECORDATION TAX HAS BEEN PAID TO THE STATE

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: _____

Filed with: ~~Central Maryland Title Company~~ Co of Anne Arundel 86-5/86

By: William A. Mackay, President
Signature(s) of Debtor(s)

By: Cheryl Carter
Signature(s) of Secured Party(ies)

11 FILING OFFICER - ALPHABETICAL

Mailed to Secured party

266007

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 12/9/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Holiday Rambler Corporation, *Aviator, Inc., *Camp Industries, Inc., *Holiday Holding Corp., and *Utilimaster Corporation**
Name Inc., *Holiday Holding Corp., and *Utilimaster Corporation**
Address 65528 State Road 19, Wakarusa, IN 46573

2. SECURED PARTY
Name Heller Financial, Inc.
Address 200 N. LaSalle St., 14th Fl., Chicago, IL 60601
Winston & Strawn, Attys David G. Crumbaugh
One First National Plaza, Suite 5000, Chicago, IL 60603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
RECORD FEE 62.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)
SEE EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF,
FOR COLLATERAL LISTING

RECORD FEE 62.00
POSTAGE .50
FEB 9 87
TB

** PLEASE CROSS INDEX WITH ALL DIVISION NAMES ONLY ON THE ATTACHED
COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.
*SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,
FOR HOLIDAY RAMBLER CORPORATION'S
SUBSIDIARIES' AND DIVISIONS' ADDRESSES

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Richard Teerlink, as agent
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Dennis J. Rebman, Vice President
Type or Print Above Signature on Above Line

62
50

EXHIBIT A ATTACHED TO FINANCING STATEMENT EXECUTED
BY HOLIDAY RAMBLER CORPORATION, AVIATOR, INC.,
CAMP INDUSTRIES, INC., HOLIDAY HOLDING CORP., AND
UTILIMASTER CORPORATION, AS DEBTORS, IN FAVOR
OF HELLER FINANCIAL, INC., AS SECURED PARTY

ADDRESSES OF HOLIDAY RAMBLER CORPORATION SUBSIDIARIES

HOLIDAY HOLDING CORP. 4630 Highway 67 East Mesquite, TX 75150	HOLIDAY WORLD, INC. 2345 Cassopolis St. Elkhart, IN 46514	HOLIDAY WORLD, INC. 12620 Highway 99 South Everett, WA 98204
HOLIDAY WORLD, INC. 7410 S. Tacoma Way Tacoma, WA 98406	HOLIDAY WORLD, INC. 9999 Central Avenue Albuquerque, NM 87123	HOLIDAY WORLD, INC. U.S. 27 & 441 P.O. Box 1470 Leesburg, FLA 32748
HOLIDAY WORLD, INC. 4630 Highway 67 East Mesquite, TX 75150	HOLIDAY WORLD, INC. 1101 South Harbor Blvd. Santa Ana, CA 92704	HOLIDAY WORLD, INC. 48 Traveland Lane East Irvine, CA 92650
HOLIDAY WORLD, INC. 11400 Gulf Freeway Houston, TX 77034	HOLIDAY WORLD, INC. 8224 N. Freeway Houston, TX 77037	HOLIDAY RAMBLER RECREATIONAL VEHICLE CLUB, INC. 400 Indiana Avenue Wakarusa, IN 46573
HOLIDAY WORLD, INC. 8864 SE 82nd Avenue Portland, OR 97266	RV HOLIDAY WORLD, INC. 914 Southridge St. Auburn, MA 01501	CAMP INDUSTRIES, INC. 1055 E. Lincoln Ave. Nappanee, IN 46550
UTILIMASTER CORPORATION 65266 State Rd. 19 Wakarusa, IN 46573	UTILIMASTER CORPORATION 25 Matmor Rd. P.O. Box 2090 Woodland, CA 95695	AVIATOR, INC. 65528 State Road 19 Wakarusa, IN 46573

ADDRESSES OF HOLIDAY RAMBLER CORPORATION DIVISIONS

AVIATOR VAN CONVERSIONS 600 E. Wabash P.O. Box 75 Wakarusa, IN 46573	NAPPANEE WOOD PRODUCTS 801 E. Lincoln St. Nappanee, IN 46550	CREATIVE DIMENSIONS 1255 E. Lincoln St. Nappanee, IN 46550
B & B MOLDERS 58471 Fir Rd. P.O. Box 810 Mishawaka, IN 46544	NAPPANEE WOOD PRODUCTS 981 Waukegan Rd. Glenview, IL 60025	HRC CREATIVE DIMENSIONS 414 N. Orleans Suite 505 Chicago, IL 60610

FORMTEC PLASTICS
Industrial Park Dr.
P.O. Box 564
Wakarusa, IN 46573

HOLIDAY HOUSE
72185 County Road 3
Nappanee, IN 46550

TARGET INDUSTRIES
P.O. Box 810
58471 Fir Rd. South
Mishawaka, IN 46544

PARKWAY DISTRIBUTORS
65598 State Rd. 19
Wakarusa, IN 46573

PARKWAY DISTRIBUTORS
P.O. Box 1653
U.S. 27 & 441 North
Leesburg, FLA 32748

PARKWAY DISTRIBUTORS
709 109th Street
Arlington, TX 76011

PARKWAY DISTRIBUTORS
7270 Park Circle Dr.
Dorsey, MD 21076

PARKWAY DISTRIBUTORS
1445 E. Riverview
San Bernardino, CA 92408

HOLIDAY HOUSE SHOWCASE
CENTER
1012 Highway 301 North
Palmetto, FLA 33561

HOLIDAY GRAPHICS
408 E. Waterford
Wakarusa, IN 46573

EXHIBIT B ATTACHED TO FINANCING STATEMENT
EXECUTED BY HOLIDAY RAMBLER CORPORATION, AVIATOR, INC.,
CAMP INDUSTRIES, INC., HOLIDAY HOLDING CORP., AND
UTILIMASTER CORPORATION, AS DEBTORS, IN FAVOR OF
HELLER FINANCIAL, INC., AS SECURED PARTY

DEBTORS:

Holiday Rambler Corporation
65528 State Road 19
Wakarusa, IN 46573

Aviator, Inc.
65528 State Road 19
Wakarusa, IN 46573

Camp Industries, Inc.
1055 E. Lincoln Avenue
Nappanee, IN 46550

Holiday Holding Corp.
4630 Highway 67 East
Mesquite, TX 75150

Utilimaster Corporation
65266 State Road 19
Wakarusa, IN 46573

Utilimaster Corporation
25 Matmor Road
P.O. Box 2090
Woodland, CA 95695

SECURED PARTY:

Heller Financial, Inc.
200 N. LaSalle Street
14th Floor
Chicago, IL 60601

This Financing Statement covers the following types (or items) of property:

- (a) All property, or interests in property, of Debtor, real, personal or mixed, whether now owned or existing or hereafter acquired or arising and wheresoever located, including, without limitation: all accounts and other indebtedness arising from the sale of goods or services of Debtor or howsoever arising (including, without limitation, the right to payment of any interest or finance charges thereon), all of Debtor's interest in the goods (including reclaimed, returned and repossessed goods), if any, the sale of which gave rise to the accounts and other indebtedness, all margin

accounts and futures positions, all other goods, inventory, furniture, machinery, equipment, motor vehicles, fixtures, general intangibles (including, without limitation, goodwill, choses in action, causes of action, inventions, designs, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, licenses, trade secrets, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or liens and property subject thereto held by or granted to Debtor from time to time purporting to secure payment of Debtor's accounts and other indebtedness or any interest therein), tax refunds, chattel paper, chattel rights, instruments, documents, notes, and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing, all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer-prepared materials and records) pertaining to any of the foregoing, and all guarantees, insurance policies and proceeds thereof (including, without limitation, business interruption insurance policies and proceeds thereof) and other agreements of whatever character from time to time securing or supporting any of the foregoing.

- (b) All cash or other collections from, and all other proceeds of, the foregoing.

Mailed to Secured Party

ANNE ARUNDEL COUNTY, MARYLAND

266003

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 12/9/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Holiday Rambler Corporation, *Aviator, Inc., *Camp Industries, Inc., *Holiday Holding Corp., and *Utilimaster Corporation **
Address 65528 State Road 19, Wakarusa, IN 46573

2. SECURED PARTY

Name Heller Financial, Inc.

Address 200 N. LaSalle St., 14th Fl., Chicago, IL 60601

Winston & Strawn, Attn: David G. Crumbach

One First National Plaza, Suite 5000, Chicago, IL 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 70.00

POSTAGE .50

CITY AND 1/32/87

FEB 9 87

1.9

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBITS B AND C, ATTACHED HERETO AND MADE A PART HEREOF, FOR COLLATERAL LISTING AND LEGAL DESCRIPTION

THIS CONSTITUTES A FIXTURE FILING AND SHOULD BE FILED IN THE REAL ESTATE RECORDS

** PLEASE CROSS INDEX WITH DIVISION NAMES ON ATTACHMENT COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.

*SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF, FOR HOLIDAY RAMBLER CORPORATION'S SUBSIDIARIES' AND DIVISIONS' ADDRESSES

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE ATTACHED EXHIBIT C, LEGAL DESCRIPTION

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R. Teichak, as agent
(Signature of Debtor)

Richard Teichak, as agent
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dennis J. Rebman
(Signature of Secured Party)

Dennis J. Rebman, Vice President
Type or Print Above Signature on Above Line

70.50

EXHIBIT A ATTACHED TO FINANCING STATEMENT EXECUTED
BY HOLIDAY RAMBLER CORPORATION, AVIATOR, INC.,
CAMP INDUSTRIES, INC., HOLIDAY HOLDING CORP., AND
UTILIMASTER CORPORATION, AS DEBTORS, IN FAVOR
OF HELLER FINANCIAL, INC., AS SECURED PARTY

ADDRESSES OF HOLIDAY RAMBLER CORPORATION SUBSIDIARIES

HOLIDAY HOLDING CORP. 4630 Highway 67 East Mesquite, TX 75150	HOLIDAY WORLD, INC. 2345 Cassopolis St. Elkhart, IN 46514	HOLIDAY WORLD, INC. 12620 Highway 99 South Everett, WA 98204
HOLIDAY WORLD, INC. 7410 S. Tacoma Way Tacoma, WA 98406	HOLIDAY WORLD, INC. 9999 Central Avenue Albuquerque, NM 87123	HOLIDAY WORLD, INC. U.S. 27 & 441 P.O. Box 1470 Leesburg, FLA 32748
HOLIDAY WORLD, INC. 4630 Highway 67 East Mesquite, TX 75150	HOLIDAY WORLD, INC. 1101 South Harbor Blvd. Santa Ana, CA 92704	HOLIDAY WORLD, INC. 48 Traveland Lane East Irvine, CA 92650
HOLIDAY WORLD, INC. 11400 Gulf Freeway Houston, TX 77034	HOLIDAY WORLD, INC. 8224 N. Freeway Houston, TX 77037	HOLIDAY RAMBLER RECREATIONAL VEHICLE CLUB, INC. 400 Indiana Avenue Wakarusa, IN 46573
HOLIDAY WORLD, INC. 8864 SE 82nd Avenue Portland, OR 97266	RV HOLIDAY WORLD, INC. 914 Southridge St. Auburn, MA 01501	CAMP INDUSTRIES, INC. 1055 E. Lincoln Ave. Nappanee, IN 46550
UTILIMASTER CORPORATION 65266 State Rd. 19 Wakarusa, IN 46573	UTILIMASTER CORPORATION 25 Matmor Rd. P.O. Box 2090 Woodland, CA 95695	AVIATOR, INC. 65528 State Road 19 Wakarusa, IN 46573

ADDRESSES OF HOLIDAY RAMBLER CORPORATION DIVISIONS

AVIATOR VAN CONVERSIONS 600 E. Wabash P.O. Box 75 Wakarusa, IN 46573	NAPPANEE WOOD PRODUCTS 801 E. Lincoln St. Nappanee, IN 46550	CREATIVE DIMENSIONS 1255 E. Lincoln St. Nappanee, IN 46550
B & B MOLDERS 58471 Fir Rd. P.O. Box 810 Mishawaka, IN 46544	NAPPANEE WOOD PRODUCTS 981 Waukegan Rd. Glenview, IL 60025	HRC CREATIVE DIMENSIONS 414 N. Orleans Suite 505 Chicago, IL 60610

FORMTEC PLASTICS
Industrial Park Dr.
P.O. Box 564
Wakarusa, IN 46573

PARKWAY DISTRIBUTORS
65598 State Rd. 19
Wakarusa, IN 46573

PARKWAY DISTRIBUTORS
7270 Park Circle Dr.
Dorsey, MD 21076

HOLIDAY GRAPHICS
408 E. Waterford
Wakarusa, IN 46573

HOLIDAY HOUSE
72185 County Road 3
Nappanee, IN 46550

PARKWAY DISTRIBUTORS
P.O. Box 1653
U.S. 27 & 441 North
Leesburg, FLA 32748

PARKWAY DISTRIBUTORS
1445 E. Riverview
San Bernardino, CA 92408

TARGET INDUSTRIES
P.O. Box 810
58471 Fir Rd. South
Mishawaka, IN 46544

PARKWAY DISTRIBUTORS
709 109th Street
Arlington, TX 76011

HOLIDAY HOUSE SHOWCASE
CENTER
1012 Highway 301 North
Palmetto, FLA 33561

EXHIBIT B ATTACHED TO FINANCING STATEMENT
EXECUTED BY HOLIDAY RAMBLER CORPORATION, AVIATOR, INC.,
CAMP INDUSTRIES, INC., HOLIDAY HOLDING CORP., AND
UTILIMASTER CORPORATION, AS DEBTORS, IN FAVOR OF
HELLER FINANCIAL, INC., AS SECURED PARTY

DEBTORS:

Holiday Rambler Corporation
65528 State Road 19
Wakarusa, IN 46573

Aviator, Inc.
65528 State Road 19
Wakarusa, IN 46573

Camp Industries, Inc.
1055 E. Lincoln Avenue
Nappanee, IN 46550

Holiday Holding Corp.
4630 Highway 67 East
Mesquite, TX 75150

Utilimaster Corporation
65266 State Road 19
Wakarusa, IN 46573

Utilimaster Corporation
25 Matmor Road
P.O. Box 2090
Woodland, CA 95695

SECURED PARTY:

Heller Financial, Inc.
200 N. LaSalle Street
14th Floor
Chicago, IL 60601

This Financing Statement covers the following types (or items) of property:

- (a) All property, or interests in property, of Debtor, real, personal or mixed, whether now owned or existing or hereafter acquired or arising and wheresoever located, including, without limitation: all accounts and other indebtedness arising from the sale of goods or services of Debtor or howsoever arising (including, without limitation, the right to payment of any interest or finance charges thereon), all of Debtor's interest in the goods (including reclaimed, returned and repossessed goods), if any, the sale of which gave rise to the accounts and other indebtedness, all margin

accounts and futures positions, all other goods, inventory, furniture, machinery, equipment, motor vehicles, fixtures, general intangibles (including, without limitation, goodwill, choses in action, causes of action, inventions, designs, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, licenses, trade secrets, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or liens and property subject thereto held by or granted to Debtor from time to time purporting to secure payment of Debtor's accounts and other indebtedness or any interest therein), tax refunds, chattel paper, chattel rights, instruments, documents, notes, and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing, all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer-prepared materials and records) pertaining to any of the foregoing, and all guarantees, insurance policies and proceeds thereof (including, without limitation, business interruption insurance policies and proceeds thereof) and other agreements of whatever character from time to time securing or supporting any of the foregoing.

- (b) All cash or other collections from, and all other proceeds of, the foregoing.

EXHIBIT C-ATTACHED TO FINANCING STATEMENT EXECUTED BY HOLIDAY RAMBLER CORPORATION, AVIATOR, INC., CAMP INDUSTRIES, INC., HOLIDAY HOLDING CORP., AND UTILIMASTER CORPORATION, AS DEBTORS, IN FAVOR OF HELLER FINANCIAL, INC., AS SECURED PARTY

DEBTORS:

Holiday Rambler Corporation
65528 State Road 19
Wakarusa, IN 46573

Aviator, Inc.
65528 State Road 19
Wakarusa, IN 46573

Camp Industries, Inc.
1055 E. Lincoln Avenue
Nappanee, IN 46550

Holiday Holding Corp.
4630 Highway 67 East
Mesquite, TX 75150

Utilimaster Corporation
65266 State Road 19
Wakarusa, IN 46573

Utilimaster Corporation
25 Matmor Road
P.O. Box 2090
Woodland, CA 96595

SECURED PARTY:

Heller Financial, Inc.
200 N. LaSalle Street
14th Floor
Chicago, IL 60601

The Record Owner of the below described is Parkway Industrial Center.

This Financing Statement covers any and all fixtures and improvements now owned or hereafter acquired or arising, and any and all personal property, used in conjunction with or appurtenant to the following described real property:

24,990 square feet of space, more or less, situate on the 1st floor of the building (hereinafter called the "Building"), which Building is presently a shell structure erected and constructed on that parcel of land situate and lying in the Fifth Election District of Anne Arundel County, Maryland, in the development known as "Parkway Industrial Center", said parcel consisting of 14.79 acres of land, more or less, being the lot or parcel known as Lot 18A, Section 12, of Parkway Industrial Center, outlined in red on the plat attached hereto and made a part hereof as "Exhibit B1", said plat dated 7/76; and as described on the metes and bounds description, entitled Revised Lot 18A, dated 7/16/76, attached hereto as "Exhibit B2", which plat

and description were prepared by C.D. Messick, Jr. and Associates, Inc., Consulting Engineers and Surveyors. Said parcel of land is referred to hereinafter as "Parcel B". Exhibit B1 shows the location of the Building on Parcel B and the location of the interior portion thereof containing 24,990 square feet, comprising the demised premises. The Landlord shall erect and construct certain additions and improvements to the interior portion of the Building comprising the demised premises, at the expense of the Landlord, pursuant to the plans and specifications attached hereto as Exhibit A, and initialed by representatives of the parties for identification, and incorporated herein by reference.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 126586

RECORDED IN LIBER 204 FOLIO 588 ON January 29, 1971 (DATE)

1. DEBTOR

Name Americana Glen Burnie Joint Venture, a Maryland Joint Venture
Robert B. Friedman, Senior Vice President, Carl M. Freeman Associates
Address 1400 Spring Street, Silver Spring, Maryland 20910

2. SECURED PARTY

Name John Hancock Mutual Life Insurance Company

Address 200 Berkeley Street, Boston, Massachusetts 02117

REGISTRATION FEE 10.00
POSTAGE .50
631543-0771 001 713-57
FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

J.H.#6511218

Mailed to Secured Party

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Dated December 3, 1986

BY:

Arthur R. Kinder
(Signature of Secured Party)

Arthur R. Kinder, Assistant Treasurer

Type or Print Above Name on Above Line

10/50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time and Filing Office)

Summit Airlines, Inc.
Scott Plaza II
Philadelphia, PA 19113

Richard C. duPont, Jr.
Summit Aviation
Summit Airpark
Middletown, DE 19709

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. BK481 PG458
Filed with Clerk Anne Arundel, MD Date Filed 1/18, 1985

BL
CLERK
RECORDED 0777 VOL 114104
FEB 9 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented: _____

Richard C. duPont, Jr.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: John Pulgarone, Attorney-in-fact
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

10 STANDARD FORM - FORM UCC-3
50

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Summit Airlines, Inc.
Scott Plaza II
Philadelphia, PA 19113

2. Secured Party(ies) and address(es)

Strawbridge, George, Jr.
Scott Plaza II Suite 302
Philadelphia, PA 19113

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
751351 0777 MI 114205
FEB 9 87



4. This statement refers to original Financing Statement bearing File No. BK481 PG455

Filed with Clerk Anne Arundel, MD Date Filed 1/18 19 85

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented

George R. Strawbridge, Jr.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: John Pulzoney Atty-in-fact
Signature(s) of Secured Party(ies)

(If Filing Office Copy - Alphabetical)

STANDARD FORM - FORM UCC-3

10-50

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Summit Airlines, Inc.
Scott Plaza II
Philadelphia, PA 19113

2. Secured Party(ies) and address(es)
Strawbridge, George, Jr.
Scott Plaza II, Suite 302
Philadelphia, PA 19113

3. Maturity date (if any)
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
NOTICE CITT DOL 114305
FEB 9 87

4. This statement refers to original Financing Statement bearing File No. BK465 PG290
Filed with Clerk Anne Arundel, MD Date Filed 8/30 1983

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented

George R. Strawbridge, Jr.

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: John Arundel, My in fact
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
10 30

Mailed to Secured Party

BOOK 508 PAGE 50

206009

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): Anything Wicker, Inc.
 Address: Ritchie Highway
 Pasadena, Maryland 21122

2. Name of Secured Party (or Assignee): Gertrude K. Affayroux
 Address: 9501 Avondale Road
 Carney, Maryland 21234

3. This Financing Statement covers the following types (or items) of property:
 All equipment, inventory, cash, receivables, contracts,
 proceeds of sale, stock

RECORD FEE 11.00
 POSTAGE .50
 WASHINGTON CITY MD 20540
 FEB 9 87

TB

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Secured Party
Gertrude Affayroux

Debtor Anything Wicker, Inc.
 By: *Richard A. Keehfus*
 Richard A. Keehfus, President
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Saul McCormick
 7420 Baltimore-Annapolis Blvd.
 Glen Burnie, Maryland 21061
 766-9237

Mailed to Secured Party

STATE OF MARYLAND

BOOK 508 PAGE 51

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 97642
Anne Arundel County
RECORDED IN LIBER 481 FOLIO 557 ON 05-19-69 (DATE)

1. DEBTOR

Name Anne Arundel County Farmers Co-operative Association, Inc.

Address 155 8th Ave., Glen Burnie MD 21061

RECORD FEE 10.00
POSTAGE .50
MAY 23 11:19
FEB 9 87

2. SECURED PARTY

Name Allis-Chalmers Credit Corporation

Address 1126 S. 70th Street, West Allis WI 53214

Deutz-Allis Credit Corporation
1126 S. 70th Street, West Allis WI 53214, Attn: UCC Administration

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Please see attachment for assignee information.</p> <p style="text-align: right; font-style: italic;">Mailed to Secured Party</p>	

dated 11/6/86

D. G. Bernier
(Signature of Secured Party)

Allis-Chalmers Credit Corporation
Type or Print Above Name on Above Line

10-50

Assignee information:

Deutz-Allis Credit Corporation
1126 S. 70th St.
West Allis, WI 53214

Description of Collateral

"(A) Inventory now owned or hereafter acquired of (i) new goods manufactured or supplied by Deutz-Allis Corporation (D-AC) F.K.A. Allis-Chalmers Corporation (including without limitation tractors, combines, farm implements, lawn and garden equipment), (ii) new and used goods (including without limitation goods of the types described above) of any manufacture now or hereafter financed by D-AC or Deutz-Allis Credit Corporation (D-ACC) F.K.A. Allis-Chalmers Credit Corporation or in which Debtor has granted or hereafter grants a security interest to either of them and (iii) repair parts, attachments and accessories for the foregoing; (B) all now or hereafter existing accounts, chattel paper, contract rights and general intangibles heretofore or hereafter assigned by Debtor to D-AC or D-ACC and any interest of Debtor in related goods or in any collateral security, guaranty or other right with respect thereto; and (C) all proceeds of collection, exchange, sale, lease or other disposition of any of the foregoing (including without limitation trade-in, repossessed or other goods and insurance proceeds)."

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,552.93

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Phil's Arco
 Address 3900 Mountain Road and Rt. 607, Pasadena, MD 21122

2. SECURED PARTY

Name The Coca-Cola Company
 Address 310 North Avenue, Atlanta, Georgia 30313

RECORD FEE 11.00
 RECORD TAX 49.00
 POSTAGE .50
 FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
 Post-mix dispensing equipment, fountain drink dispensing equipment, ice makers and ice storage bins including but not limited to 1 Dole D-582 5-drink dispenser, 1 Dole installation kit, 1 Remcor TJ40W manual fill ice dispenser, and 1 Kold Draft GBL0003XHK ice cuber complete with storage bin and remote condenser, on which Secured Party has provided financing for the purchase or maintenance of, and all additions, attachments, accessions thereto and replacements and substitutions therefore together with all products and proceeds thereof including but not limited to insurance payable by reason of loss of damage

ASSIGNEE:
 Coca-Cola Financial Corporation
 310 North Avenue, Atlanta, Georgia 30313

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Phil's Arco
 (Signature of Debtor)

PHIL'S ARCO
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Alf Me
 (Signature of Secured Party)

THE COCA-COLA COMPANY
 Type or Print Above Signature on Above Line

15 49 30

266011

1. State Billing Account #	No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) CMI CORPORATION 2600 Telegraph Road P.O. Box 2026 Bloomfield Hills, MI 48303-2026		3. Secured Party(ies) and address(es) UNION-TIDEWATER FINANCIAL CO., INC. 7 St. Paul Street Baltimore, MD 21202		Do Not Use This Box RECORD FEE 11.00 POSTAGE 50 WE1572 0777 001 114423 FEB 9 87 TB
4. Name and address(es) of assignee(s) (if any)		CHECK <input type="checkbox"/> if applicable		
		5. <input checked="" type="checkbox"/> Products of collateral are also covered.		
		6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		
7. This financing statement covers the following types (or items) of property (1) IBM 3725-001 w/(2) 1561, (8) 4911, 4667, (2) 7100 Communications Controller (1) IBM 3727-700 Operator Console EQUIPMENT SCHEDULE NO. 11 DATED AS OF JULY 18, 1985 TO A MASTER LEASE AGREEMENT DATED AS OF MAY 14, 1985 BETWEEN CMI CORPORATION AS LESSOR AND MERCANTILE SAFE DEPOSIT & TRUST AS LESSEE. Equipment Location: 742 Old Hammonds Ferry Road Linthicum, MD 21090				CNTY: MD SCH. #11

CMI CORPORATION
Valerie J. Angled
 Signature of Debtor(s)

UNION-TIDEWATER FINANCIAL CO., INC.
[Signature]
 by
 Signature of Secured Party or Assignee of Record

SECRETARY OF STATE COPY

Mailed to Secured Party

266012

BOOK 508 PAGE 55

1. State Billing Account #	No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. DEBITOR(S) (Last Name First) and address(es) LESSEE: MERCANTILE--SAFE DEPOSIT & TRUST COMPANY 742 Old Hammonds Ferry Road Linthicum, MD 21090		3. SECURED PARTY(S) address(es) LESSOR: CMI CORPORATION 2600 Telegraph P.O. Box 2026 Bloomfield Hills, MI 48303		Do Not Use This Box RECORD FEE 11.00 POSTAGE 50 #51573 6777 R01 T14:24 FEB 9 '87 TB
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered. 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

CNTY: MD SCH: #11

7. This financing statement covers the following types (or items) of property:
 (1) IBM 3725-0G1 w/ (2)1561, (8)4911, 4667, (2)7100 Communications Controller; (1) IBM 3727-700 Operator Console
 Equipment Location: Same as above.
 FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH LESSEE AND LESSOR.

MERCANTILE--SAFE DEPOSIT & TRUST COMPANY

CMI CORPORATION

[Signature]
 Signature(s) of ~~Debtor~~ LESSEE 7/30/86

by *[Signature]*
 (Signature of ~~Secured Party~~ LESSOR)

SECRETARY OF STATE COPY

Mailed to Secured Party

266013

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
RMS Associates
800 Elkridge Landing Rd.
Linthicum, MD 20910

2. Secured Party(ies) and address(es)
ROLM Credit Corporation
4900 Old Ironsides Drive
M/S T412
Santa Clara, CA 95054

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 50
851574 0771 MI 11:24

FEB 9 87

TB

4. This financing statement covers the following types (or items) of property:

One ROLM computerized telephone switching system, as described on the attached Schedule A and lease dated 11/5/86 for system located at 800 Elkridge Landing Road, Linthicum, MD 20910

5. Assignee(s) of Secured Party and Address(es)

and all additions, substitutions, and upgrades thereto whether now or hereafter in the Lessee's possession.

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

RMS Associates

ROLM Credit Corporation

By: Robert B. Johnson Robert B. Johnson, General Manager/V.P.
Signature(s) of Debtor(s)

By: Susan Meade Documentation Manager
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

266011

BOOK 508 PAGE 58

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
Watkins, James A.
Watkins, Vicki L.
170 Linda Lane
Millersville, Md. 21108

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW.
Washington, D.C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
REGISTERED MAIL 114-26
FEB 9 87
TB

4. This financing statement covers the following types (or items) of property:

1979 S2 Yachts, Inc. 30', HIN#SSU30221M79A, Official #599330
15hp Yanmar diesel engine,

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

James A. Watkins
By: James A. Watkins
Vickie L. Watkins
Signatures of Debtor(s)

Vickie L. Watkins

J. A. HOLSTER
By: [Signature]
Signatures of Secured Parties

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

266015

508 PAGE 59

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
George M. Fetrow
1683 Tarleton Way
Crofton, MD 21114

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash. DC
1120 Vermont Ave
Washington, DC 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#51576 0777 801 114:27
FEB 9 87

4. This financing statement covers the following types (or items) of property:

1977 Viking 35' Flybridge Sedan Hull #VKY35655M77A
Official #579739
T/275 hp Chrysler Engines #21841 & #21833

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented:

Filed with:

By: George M. Fetrow
Signature(s) of Debtor(s)

George M. Fetrow

By: J. A. Nolster
Signature(s) of Secured Party(ies)

J. A. NOLSTER

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

266013

BOOK 508 PAGE 60

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) WHITWORTH JR, DAVID G. 3158 ROLLING RD. EDGEWATER, MD 21037	2. Secured Party(ies) and address(es) THE RIGGS NATIONAL BANK OF WASHINGTON 1120 VERMONT AV. NW WASHINGTON, DC 20005	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property 1986 BLUEWATER 42 FT. HULL NO. BTLO4233C686 1986 TWIN CHRYSLER CRUSADER GAS ENGINES PORT 56934 STBD 56953		5. Assignee(s) of Secured Party and Addressee(s) RECORD FEE 12.00 POSTAGE .50 #51577 077 901 7147-48 FEB 9 87 TB

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

By David G. Whitworth, Jr. Signature(s) of Debtor(s) DAVID G. WHITWORTH JR.

By J. A. MULSTER Signature(s) of Secured Party(ies) J. A. MULSTER Vice President

STANDARD FORM - FORM UCC-1.
 11 - 50

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

266017

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Satterlee, Peter, H.
Satterlee, Lillian G.
305 Edgewater Dr.
Edgewater, Md. 21037

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington, D.C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE 50
#51578 6777 R01 114149
FEB 9 87

4. This financing statement covers the following types (or items) of property:

1984 Venus 46', Hull #DVC001060284, Official #671618
80hp Ford Lehman diesel engine, #

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Peter H. Satterlee Peter H. Satterlee

By: *Lillian G. Satterlee* Lillian G. Satterlee
Signature(s) of Debtor(s)

By: *[Signature]* [Signature(s) of Secured Party(ies)]

[Signature] [Signature(s) of Secured Party(ies)]

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

BOOK 508 PAGE 62

266013

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Peterson, Lynne
Snyder, Steven L.
P.O. Box 387
Churchton, Md. 20733

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington, D.C. 20005

RECORD FEE 12.00
POSTAGE .50
431579 0777 201 110149
FEB 9 87

4. This financing statement covers the following types (or items) of property:
1977 Sea Ray 30', Hull #08620976-300S-611T, Official #602669
Twin 350hp Mercruiser engines, #4779329 & 4501708

5. Assignee(s) of Secured Party and Address(es) *B*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.
Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
Lynne P. Peterson Lynne P. Peterson
Steven L. Snyder Steven L. Snyder
By: _____
Signature(s) of Debtor(s)

J. A. Molster J. A. MOLSTER
By: _____
Signature(s) of Secured Party(ies)
Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
12-50

Mailed to Secured Party

STATE OF MARYLAND

BOOK 508 PAGE 63

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241518

RECORDED IN LIBER 446 FOLIO 588 ON 2/22/82 (DATE)

1. DEBTOR

Name Diversified Ventures, Inc., dba Burger King #3239
Address 8531 Fort Smallwood Road, Pasadena (Riviera Beach)
Maryland 21122

2. SECURED PARTY

Name QRZX Leasing Company, Inc.
Address Mr. Robert Fletcher, c/o Great Western Leasing, 5270
Neil Road, Reno, Nevada 89502

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#51500 0477 R01 114:50
FEB 9 87

Mailed to Secured Party

QRZX Leasing Company, Inc.

Dated 11-19-86

By: *Ronald F. Moore*
(Signature of Secured Party)

Ronald F. Moore, SVP
Type or Print Above Name on Above Line

10-80

508 PAGE 61

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
American Security Bank, N.A.,
as Agent
Corporate Trust Department
635 Massachusetts Avenue, N.W.
Washington, D.C. 20001

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 28.00
POSTAGE .50
MAY 1 1987 101 114-51
FEB 9 1987



4. This statement refers to original Financing Statement bearing File No. 262169
Filed with Anne Arundel County, Maryland Date Filed June 3 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Amend to substitute attached pages: SEE 6 ATTACHED PAGES

Amend to change Debtor's address as written above.

RETURN COPIES TO: St. Joseph Leasing Corporation
201 North Union Street, Suite 400
Alexandria, Virginia 22314

"NOT SUBJECT TO RECORDATION TAX"

No. of additional Sheets presented:

CAPITAL GAZETTE COMMUNICATIONS, INC.

AMERICAN SECURITY BANK, N.A., as Agent

By: Myron O. Gray
Title: President
(1) Filing Officer Copy - Alphabetical

By: Myron O. Gray
Signature(s) of Secured Party(ies) Trust Officer

STANDARD FORM - FORM UCC-3

28-50

Mailed to Secured Party

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Quantity</u>	<u>Description</u>
One (1) -	Goss Headliner Offset injector press general comprising:
Five (5) -	Units (injector) microprocessor style;
Three (3) -	Half decks (injector);
	Hydraulic running circumferential register;
Five (5) -	Motorized compensators (1 per unit);
Two (2) -	Spare page packs;
Five (5) -	45" Diameter reel, tension, and paster (digital);
One (1) -	Extra set of covered rollers for half unit, including cores;
One (1) -	Extra manual plate bender;
One (1) -	2:1 Regent 112 page double folder with subway delivery;
One (1) -	Single under folder lead;
Two (2) -	Single skip slitters;
Two (2) -	Remote good copy counters;
One (1) -	Double upper former;
One (1) -	1-Hi nest of angle bars;
One (1) -	2-Hi nest of angle bars;
Two (2) -	Aisle leads;
Three (3) -	Drill angle bars for air;

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
GPS 5000 Mailroom System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Two, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

BOOK 508 PAGE 67

323-1
-1.1
Page 2 of 2

<u>Quantity</u>	<u>Description</u>
Two (2) -	Drill two former pans for air;
One (1) -	Fincor drive system for five (5) units with one (1) folder (5-60 H.P. motors);
Five (5) -	Motorized compensator (bars); Safety plate press floor plates;
One (1) -	Spare Baldwin circulator model #642A;
Thirteen (13) -	Dayco mounting brackets;
Six (6) -	Dayco bars and trough;
Six (6) -	Dayco separators;
One (1) -	Spencer 40 H.P. low pressure blower;
Five (5) -	Unit Clutches between units;
One (1) -	Press enclosure for five (5) units, three (3) half decks, Headliner Offset press with one (1) folder and two (2) doors (one at each end of press);
One (1) -	Manual paper roll track system.

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number One, dated August 22, 1985, and Amendment Number One, dated December 5, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
 2000 Capital Drive
 Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Harris Graphics Corporation, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
Model NP1372 Dual Delivery Newspaper Inserting Machine with NC-272 A.R.S.	1
Model NF-400 On-Line Belt Conveyer Inserting System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Three, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

BOOK 508 PAGE 89

The Equipment:

The following electronic data processing equipment manufactured by Ford Motor Company, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>
Ford Model E351 Super Truck	1	1FTHS34H5GHB94583

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Four, dated September 30, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

323-4.1

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Ford Motor Company, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>	<u>Serial Number</u>
1987 Mercury Lynx	1	1MEBM2090HT600288

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Amendment Number One, dated December 9, 1986, to Equipment Lease Schedule Number Four, dated September 30, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) St. Joseph Leasing Corporation 201 North Union Street Suite 400 Alexandria, Virginia 22314	2. Secured Party(ies) and address(es) American Security Bank, N.A., as Agent Corporate Trust Department 635 Massachusetts Avenue, N.W. Washington, D.C. 20001	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office): 
---	--	---

4. This statement refers to original Financing Statement bearing File No. 252506-474-335
Filed with Anne Arundel County, Maryland Date Filed July 12 1984

POSTAGE .50
451582 STTT ROL 114152
FEB 9 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

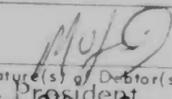
10. Amend to substitute attached pages: SEE 323-2 and 323-3 ATTACHED PAGES
Amend to add attached pages: SEE 323-1, 323-4 and 323-4.1 ATTACHED PAGES and 323-1.1

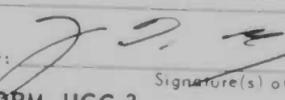
RETURN COPIES TO: St. Joseph Leasing Corporation
201 North Union Street, Suite 400
Alexandria, Virginia 22314

"NOT SUBJECT TO RECORDATION TAX"

ST. JOSEPH LEASING CORPORATION

No. of additional Sheets presented:
AMERICAN SECURITY BANK, N.A., as Agent
Myron C. Gray

By: 
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
Title: President

By: 
Signature(s) of Secured Party(ies)
Vice President and
Corporate Trust Officer

(1) Filing Officer Copy - Alphabetical 2850 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Quantity</u>	<u>Description</u>
One (1) -	Goss Headliner Offset injector press general comprising:
Five (5) -	Units (injector) microprocessor style;
Three (3) -	Half decks (injector);
	Hydraulic running circumferential register;
Five (5) -	Motorized compensators (1 per unit);
Two (2) -	Spare page packs;
Five (5) -	45" Diameter reel, tension, and paster (digital);
One (1) -	Extra set of covered rollers for half unit, including cores;
One (1) -	Extra manual plate bender;
One (1) -	2:1 Regent 112 page double folder with subway delivery;
One (1) -	Single under folder lead;
Two (2) -	Single skip slitters;
Two (2) -	Remote good copy counters;
One (1) -	Double upper former;
One (1) -	1-Hi nest of angle bars;
One (1) -	2-Hi nest of angle bars;
Two (2) -	Aisle leads;
Three (3) -	Drill angle bars for air;

<u>Quantity</u>	<u>Description</u>
Two (2) -	Drill two former pans for air;
One (1) -	Fincor drive system for five (5) units with one (1) folder (5-60 H.P. motors);
Five (5) -	Motorized compensator (bars);
	Safety plate press floor plates;
One (1) -	Spare Baldwin circulator model #642A;
Thirteen (13) -	Dayco mounting brackets;
Six (6) -	Dayco bars and trough;
Six (6) -	Dayco separators;
One (1) -	Spencer 40 H.P. low pressure blower;
Five (5) -	Unit Clutches between units;
One (1) -	Press enclosure for five (5) units, three (3) half decks, Headliner Offset press with one (1) folder and two (2) doors (one at each end of press);
One (1) -	Manual paper roll track system.

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number One, dated August 22, 1985, and Amendment Number One, dated December 5, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
GPS 5000 Mailroom System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Two, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Harris Graphics Corporation, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
Model NP1372 Dual Delivery Newspaper Inserting Machine with NC-272 A.R.S.	1
Model NF-400 On-Line Belt Conveyer Inserting System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Three, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Ford Motor Company, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>	<u>Identification Number</u>
Ford Model E351 Super Truck	1	1FTHS34H5GHB94583

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Four, dated September 30, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

BOOK 508 PAGE 77

323-4.1

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
2000 Capital Drive
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Ford Motor Company, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>	<u>Serial Number</u>
1987 Mercury Lynx	1	1MEBM2090HT600288

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Amendment Number One, dated December 9, 1986, to Equipment Lease Schedule Number Four, dated September 30, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Mailed to Secured Party

BOOK 508 PAGE 78

266013

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REGISTER FROM
Registre, Inc.
224 W. BAY ST.
ANNAPOLIS, MD 21403
(410) 421-3223

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for the Debtor's name is inadequate the Debtor's name should be continued on additional sheets, preferably 5" x 9" or 8 1/2" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the Financing Statement. Long schedules of collateral, indebtedness, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms without extra fee.
- At the time of original filing, filing officer should acknowledge copy as an acknowledgment. At a later time, secured party may sign and sign Termination Legend and file third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
Sieminski Co., Inc.
P.O. Box 600
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
L.B. Smith, Inc.
P.O. Box 8658
Baltimore, MD 21240

For Filing Officer, Date, Time, Number
and Filing Office: FEB 9 97

RECORD FEE 11.00
50

18

4. This financing statement covers the following types (or items) of property:

One (1) Terex L-600D s/n 20615

5. Assignee(s) of Secured Party and Address(es)

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

[Signature] *Prox Dir.*

[Signature]

By: Sieminski Co., Inc.
Signature(s) of Debtor(s)

By: Bruce Dean Bus MGR
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11 50

Mailed to Secured Party

BOOK 508 PAGE 79
266020

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Sieminski Co., Inc. P.O. Box 600 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) L.B. SMITH, Inc. P.O. Box 8658 Baltimore, MD 21240	3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 461583 0777 R01 114:55 FEB 7 87 TB
4. This financing statement covers the following types (or items) of property: One (1) Terex D-600D S/N 20123		5. Assignee(s) of Secured Party and Address(es)

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: [Signature]
Sieminski Co., INC.
Signature(s) of Debtor(s)

By: [Signature]
Bruce Dean/Bus. MGR
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
11/80

Mailed to Secured Party

- To Be Recorded in Financing Statement Records *Anne Arundel County*
- To Be Recorded at SDAT

FINANCING STATEMENT

1. Debtor: Address:
 Mark C. Gallo and 10350 Old Columbia Road
 John P. Maktos trading as Columbia, Maryland 21046
 Ferndale Associates

2. Secured Party: Address:
 Sovran Bank/Maryland 31 Light Street
Baltimore, Maryland 21202

RECORDED FEE 15.00
 051587 0777 R01 114:56
 FEB 9 87

3. This Financing Statement covers:

(a) All of the following Property situate and lying in Anne Arundel County, State of Maryland, at 7 Baltimore & Annapolis Blvd., Glen Burnie, Maryland (the "Land"), more particularly described as:

BEING KNOWN AND DESIGNATED as Lots Nos. 1162, 1163, 1164, 1165, 1182, 1183, 1184, 1185, 1186, 1187, 1188 and the northernmost 40 feet of Lots Nos. 1166, 1167, 1168, 1169 and 1170, as shown on a Plat entitled "New Plan of Ferndale Farms, Section "C"," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, page 21.

BEING the same lots of ground described in a Deed dated October 31, 1973, and recorded among the Land Records of Anne Arundel County in WGL Liber 2633, page 879, which were granted and conveyed by Anne Arundel County, Maryland, a body corporate and politic of the Anne Arundel County, unto Edwin H. Chaney, Sr.

All materials now owned or hereafter acquired by the Debtor and intended for the operation, construction, reconstruction, alteration and repair of the buildings or improvements on the Land;

TOGETHER with all the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Grantor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes

Mailed to Secured Party

drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, gas station equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the said Land, and together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

TOGETHER with (a) all leases, license agreements, tenancies and other use or occupancy agreements (whether oral or written), now or hereafter existing, which cover any or all of the Property, all extensions and renewals thereof, and all modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"), and (b) all rents, income, receipts, revenues, royalties, issues, profits, and other payments, payable to Debtor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases; and

TOGETHER with all drawings, architectural plans, engineering and survey work, appraisals and legal documents relating to the Land and other Property, and its development, occupancy and use; and

TOGETHER with all proceeds of insurance policies covering the Trust Property; and

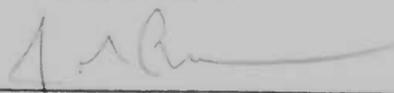
TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the Land and other Property and its development, occupancy and use; and

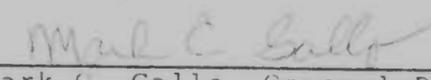
TOGETHER with all of the Grantor's right, title and interest in and to any and all judgments or awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property, and

TOGETHER with all excess proceeds, if any, from a foreclosure sale or other disposition of the Trust Property pursuant to a default under a prior lien; and

4. Proceeds of collateral are also covered.

Debtor:
Ferndale Associates

By:  (SEAL)
John P. Maktos, General Partner

By:  (SEAL)
Mark C. Gallo, General Partner

To the Filing Officer: After this statement has been recorded please mail the same to: M. Melinda Thompson, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

1473i

266022

508 PAGE 83

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
KMWM Corporation
2139 Espey Court
Crofton, MD 21114

2. Secured Party(ies) and address(es)
General Service Leasing, Inc.
P. O. Box 911
Beltsville, MD 20705

RECORD FEE 11.00
051995 0777 R01 115:02
FEB 9 87
TD

4. This financing statement covers the following types (or items) of property:
One Canon NP-3025AFMSCD Copier System
Serial # CCL00436
Serial # CEV02611

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: No full or partial recordation taxes

KMWM Corporation
By: Susan S. Bigbee
Signature(s) of Debtor(s)
SUSAN S. BIGBEE, OFFICE ADMINISTRATOR
(1) Filing Officer Copy - Alphabetical

General Service Leasing, Inc.
By: A.P. Gamble
Signature(s) of Secured Party(ies)
A.P. GAMBLE, PRESIDENT

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

C.E.M. ENTERPRISES, INC.
Name or Names—Print or Type

1950 WEST STREET, ANNAPOLIS, MARYLAND 21401
Address—Street No., City - County State Zip Code

HERCULES ANNAPOLIS
Name or Names—Print or Type

1950 WEST STREET, ANNAPOLIS, MARYLAND 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

QUALITY AUTOMOTIVE WAREHOUSE, INC.
Name or Names—Print or Type

6101 ROBINWOOD ROAD, BALTIMORE, MARYLAND 21225
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Inventory of Walker brand automotive mufflers, accessories and parts and replacements thereto.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Charles H English Pres
(Signature of Debtor)

C.E.M. ENTERPRISES, INC.
Type or Print

Charles H English Pres
(Signature of Debtor)

HERCULES ANNAPOLIS
Type or Print

SECURED PARTY:

QUALITY AUTOMOTIVE WAREHOUSE, INC.
(Company, if applicable)

Charles H English Pres Mark (H) Jam
(Signature of Secured Party)

Charles H English Pres Mark A. Bond
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Sidney Weiman, Esquire, Levin, Cann & Hankin,
P.A., 10 Light Street, 32nd Floor, Baltimore,
Maryland 21202.

RECORD FEE 12.00
POSTAGE .50
051803 0345 001 115-06
FEB 9 87
TB

12 50

Mailed to Secured Party

STATE OF MARYLAND

Ann Arundel County

BOOK 508 PAGE 85

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235419

RECORDED IN LIBER 431 FOLIO 309 ON 11/17/80 (DATE)

1. DEBTOR

Name FinalIndia Co.
Address 4602 Bedford Blvd., Wilmington, DE 19803

2. SECURED PARTY

Name Chase Manhattan Bank
Address 1400 Union Tpke., New Hyde Park, NY 11042

RECORD FEE 11.00
431607 433 901 115:08
FEB 9 87



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION

Mailed to Secured Party

Dated November 18, 1985

(Signature of Secured Party)

Patrick Ehlen, Second Vice President
Type or Print Above Name on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Summit Airlines, Inc. Scott Plaza II Philadelphia, PA 19113	2. Secured Party(ies) and address(es) Irving Trust Company One Wall Street New York, NY 10015 Attn: Legal Division	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 421808 C345 801 715:09 FEB 9 87
4. This statement refers to original Financing Statement bearing File No. <u>BK485 PG591</u> Filed with <u>Clerk Anne Arundel, MD</u> Date Filed <u>6/6/</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Irving Trust Company
[Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy Alphabetical

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Summit Airlines, Inc.
Scott Plaza II
Philadelphia, PA 19113

2. Secured Party(ies) and address(es)

DHX Group Ltd., Attn: William
S. Kingson, President
866 United Nations Plaza
New York, NY 10017

3. Maturity date (if any)

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. BK478 PG93

Filed with Clerk Anne Arundel, MD Date Filed 9/25 1984

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

#31607 CS45 R01 T15:10
FEB 9 87

No. of additional Sheets presented:

DHX Group, Ltd.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Kate Mauer
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Retain

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Summit Airlines, Inc. Scott Plaza II Philadelphia, PA 19113	2. Secured Party(ies) and address(es) Irving Trust Company One Wall Street New York, NY 10015 Attn: Legal Division	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. BK465 PG67
 Filed with Clerk Anne Arundel, MD Date Filed 8/17 19 83

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10.

RECORD FEE 10.00
 POSTAGE .50
 851610 0345 001 715410
 FEB 9 1987

No. of additional Sheets presented _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Michael A. ... Signature(s) of Secured Party(ies)

Irving Trust Company

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

STATE OF MARYLAND

BOOK 508 PAGE 89

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258937

RECORDED IN LIBER 491 ~~XXXX~~ 32 ON October 24, 1985 (DATE)

1. DEBTOR

Name SLATER'S WELL DRILLING, INC.
Address 208 Riverview Ave., Annapolis, MD 21401

2. SECURED PARTY

Name AMCA INTERNATIONAL FINANCE CORPORATION OF GEORGIA
Address 1117 Perimeter Center West, Suite M-316, Atlanta, GA 30338

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

FEB 9 87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>The secured party certifies that it no longer claims a security interest under the financing statement identified above.</p>	

AMCA INTERNATIONAL FINANCE CORPORATION OF GEORGIA

Dated _____

(Signature of Secured Party)

Type or Print Above Name on Above Line

10 -

50

STATE OF MARYLAND

BOOK 508 PAGE 90

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247191

RECORDED IN LIBER 461 FOLIO 375 ON 5-5-83 (DATE)



RECORD FEE 10.00
POSTAGE .50
MAY 13 1983 11:13

1. DEBTOR

Name Home Video Showcase
Address 301 Southern Maryland Blvd., Lothian, Md. 20820

2. SECURED PARTY

Name CHASE MARKETING COMPANY
Address P.O. Box 2307, 12160 Parklawn Drive, Rockville, Maryland 20852

MAY 9 1983

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Mailed to Secured Party

Dated Joseph Salta
Joseph Salta Pres.

CHASE MARKETING COMPANY
Edith Black
(Signature of Secured Party)
Edith Black Pres.
Type or Print Above Name on Above Line

1520

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

266021
Identifying File No. 508 PAGE 01

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEROME J. PARKS CO.
Address 15 School Street, Annapolis, MD 21404

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P.O. BOX C-11921
SANTA ANA, CA 92711

RECORD FEE 11.00
551115 0345 R01 115:14
FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 120MB 5 1/4" fixed disk, second drive; Mfg. and sold by MAI BASIC FOUR, INC. Proceeds of collateral are covered.

#WA4713 CUST# 012802001 SHPD 12/5/86

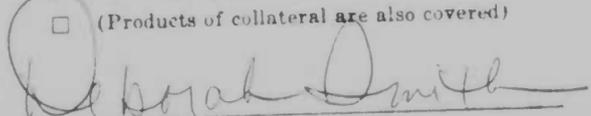
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

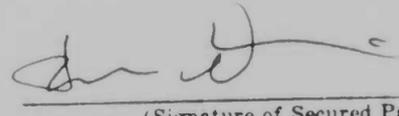
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)


(Signature of Debtor)
JEROME J. PARKS CO., DEBORAH SMITH,
ATTORNEY IN FACT
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR., CREDIT & COLLECTIONS
Type or Print Above Signature on Above Line

11-

286925

BOOK 508 PAGE 92

FINANCING STATEMENT

TYPICAL DEBT \$250000
Not subject to recordation tax
18750 ROAD TO THE A.A
COUNTY CLERK OF
CO.

1. Name of Debtor(s): DUNDICS ENTERPRISES, INC
Address: QUIGLEY HOUSE ADDRESS, SUITE 200
ANNAPOLIS, MARYLAND

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21401

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
DIGITAL COMPUTER, SERIAL NUMBER (NO) B.T. 00388, MODEL NO 117500A

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 173.00
POSTAGE .50
451818 C340 001 715-17
FEB 9 87

Mailed to Secured Party

Debtor(s):

DUNDICS ENTERPRISES, INC
.....
MARTIN DUNDICS, PRESIDENT
.....
.....

Secured Party:

THE ANNAPOLIS BANK AND TRUST CO
(Type Name of Dealership)
By: [Signature]
(Authorized Signature)
JOHN PAUL KENNEDY, ASSISTANT VICE PRESIDENT
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-
175
-SU

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

266026

FINANCING STATEMENT

BOOK 508 PAGE 93

DATE: December 8, 1986

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ 10,000.00

NAME OF DEBTOR(S): Warren Wood Chartered

ADDRESS: 2086 Generals Highway
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, fixtures, equipment, inventory, accounts receivables now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#31620 0345 AM 115:19
FEB 9 87

TB

Mailed to Secured Party

DEBTOR(S):

Warren Wood Chartered

By: *Warren Wood*
Warren Wood, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: *Paul R. O'Connell*
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

266027

BOOK 508 PAGE 94

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address
Susan Ashe, Court Reporter
111 Inglewood Drive
Glen Burnie, M.D. 21061

2 Secured Party and address
US West Financial Services, Inc.
P O Box 12746
Overland Park KS 66212

3 For Filing Officer (Date, Time, Number, and filing Office)

4 This financing statement covers the following types (or items) of personal property

MANUFACTURER	DESCRIPTION	SERIAL NO.	YEAR
Transpak	Micro I s/n 158		
	monitor stand, Stenoram II s/n 3086		
	dictionary, NEC P5 editing station	45654	

5 Name, address of Assignee of Secured Party

RECORD FEE	11.00
POSTAGE	.05
POSTAGE	.45

651621 0345 001 115:21
FEB 9 87
TB

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered

Filed with Anne Arnold No. of additional sheets presented: _____

Susan Ashe, Court Reporter
(SIGNATURE OF DEBTOR)
[Signature]
(SIGNATURE OF DEBTOR)

US West Financial Services, Inc.
(NAME OF SECURED PARTY)
By [Signature]
(SIGNATURE)
INC. P O OBX 12746, OVERLAND PARK KS 66212
(TITLE)

RETURN TO US WEST FINANCIAL SERVICES, INC.

FORM 1178-F

11/80

PRINTED IN U.S.A.

6/87

Mailed to Secured Party

STATE OF MARYLAND
 Clerk of the ~~City~~ ~~Circuit~~ ~~Court~~ ~~of~~ ~~Baltimore~~
 Clerk of the ~~City~~ ~~Circuit~~ ~~Court~~ ~~of~~ ~~MD~~
 Filed with: Circuit Court, Anne Arundel County, Maryland
 Identifying File No. 518-01-05

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 200923

1. DEBTOR

Name ARA Services, Inc., The ARA Tower
 Address 1101 Market Street, Philadelphia, PA 19107

2. SECURED PARTY

Name CIS Corporation
 Address 1000 James Street
Syracuse, NY 13203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1. Equipment location and description as per Attachment A.
2. This UCC-1 is filed as a precaution and as public notice that Secured Party owns the equipment listed and has leased same to ARA Services, Inc. pursuant to lease dated 3/24/86. (Ref. #4258-02)

ASSIGNEE:
 Wells Fargo Bank, N.A.
 Eqpt. Finance Ctr. #489
 343 Sansome St., 6th Flr.
 San Francisco, CA 94163

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

 (Signature of Debtor)

ARA Services, Inc.
 Type or Print Above Name on Above Line

Ray Marten
 (Signature of Debtor)

Director of Support Services
 Type or Print Above Signature on Above Line

Vesto R. [Signature]

(Signature of Secured Party)

CIS Corporation
 Type or Print Above Signature on Above Line
Director of Confirmation Services

Mailed to Secured Party

REGISTRY FEE 12.00
 POSTAGE .50
 931527 0345 RM 115-25
 FEB 9 87

TB

Attachment A to UCC-1 Form

BOOK 508 PAGE 96

LESSEE: ARA Services, Inc.

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>SERIAL NUMBER</u>
1	Honeywell	CPX9874	LWR61005087
1	Honeywell	DCM9806	
1	Honeywell	MTU9875	
1	Honeywell	PRU7272	ZCSR2409862

EQUIPMENT LOCATION:

Westinghouse Corp.
Route 170 S. Campmead Rd.
Westinghouse, Gate 1
Baltimore, MD 21240

Mailed to Secured Party

STATE OF MARYLAND

Clerk of the Baltimore City
Circuit Court

FINANCING STATEMENT

FORM UCC-1

Identifying File No.

Filed with: Clerk of the Circuit Court, Anne Arundel

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK County, MD

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 508 PAGE 97

1. DEBTOR

Name CIS Corporation
Address 1000 James Street, Syracuse, NY 13203

2. SECURED PARTY

Name Wells Fargo Bank, N.A.
Address Eqpt. Finance Ctr. #489, 343 Sansome St., 6th Flr.
San Francisco, CA 94163

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

Honeywell equipment as more fully described on Attachment A, attached hereto and made a part thereof.
(Ref. #4258-02)
Lessee: ARA Services, Inc.

POSTAGE 50
POSTAGE 50
151628-0346 R01 115:26
FEB 9 1987

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)
CIS Corporation
Type or Print Above Name on Above Line
VICTOR J. JENNINS
Director Contract Services
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Wells Fargo Bank, N.A.
Type or Print Above Signature on Above Line

Wells Fargo Bank, N.A.
UCC-1, Attachment A

Lessee: ARA Services, Inc. Schedule # 4258-02

"All right, title and interest of CIS Corporation - in that certain Lease dated March 24, 1986, between CIS Corporation, as Lessor and ARA Services, Inc. as Lessee, and all proceeds thereof including Lease payments and other sums due or to become due under said Lease."

"All inventory that is a subject of said Lease (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefore, in whole or in part, and all proceeds thereof."

See attached Schedule # 4258-02

EQUIPMENT DESCRIPTION

<u>Qty</u>	<u>Mfgr.</u>	<u>Machine</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
1	Honeywell	CPX9874			LWP61005087
1	Honeywell	DCM9806			
1	Honeywell	MTU9875			
1	Honeywell	PRU7272			ZCSR2409862

Mailed to Secured Party

Equipment Location:

Westinghouse Corp.
Route 170 S., Campmead Rd.
Westinghouse, Gate 1
Baltimore, MD 21240

266030

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) Foy, Michael W. T/A Mike W. Foy Contracting 842 Swift Road Pasadena, Md. 21122	2 Secured Party(ies) and Address(es) Motorola C & E P.O. Box 8788 BWI Airport, Md. 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #51640 CT77 ROL 715436 FEB 9 87 10
4 This financing statement covers the following types (or items) of property: All Motorola communications Equipment and inventory owned or hereafter acquired by debtor.		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 793 Elkridge Landing Rd. Linthicum, Md. 21090

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 Filed with: Mike W. Foy Contracting Motorola C & E

By: Mike W. Foy
 Mike W. Foy Signature(s) of Debtor(s) Owner
 Filing Office Copy-Alphabetical
 12

By: Lise Mangerie
 Lise Mangerie Signature(s) of Secured Party(ies) Contract REp
 603469 Rev. 12-80

Excluded to Assignee

Clerk, Circuit Court for
Anne Arundel County

BOOK 508 PAGE 101

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 465

Page No. 533

Identification No. 249012

Dated September 13, 1983

1. Debtor(s) { INTERNATIONAL MOTORS OF ANNAPOLIS, LTD.
 Name _____
 211 West Street Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { MARYLAND NATIONAL BANK
 Name _____
 1713 West Street Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
JUL 18 1983



<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Name and address of Assignee: NCNB NATIONAL BANK OF NORTH CAROLINA
 2120 Pinecroft Road
 Greensboro, North Carolina 27407
 Attn: Steve Mahovlich

FEB 7 1987

Description of Collateral: All of the collateral described in the original Financing Statement referred to above and all proceeds, including insurance proceeds, thereof.

93^m Dated: January 14 1987
~~December 1986~~

MARYLAND NATIONAL BANK

By: Thomas O. McLaughlin

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

Patrick K. Cameron, Esquire
 Ober, Kaler, Grimes & Shriver
 1600 Maryland National Bank Building
 10 Light Street
 Baltimore, Maryland 21202

Mailed to Assignee

10

266032

BOOK 508 PAGE 102

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) S & S Drywall Contractors, Inc. 3400 Mountain Road Suite C Pasadena, Md. 21122	2 Secured Party(M) and Address(es) Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #31841 0777 R01 115:37 FEB 9 87 TB
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor.		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of collateral are also covered Products of collateral are also covered No. of additional sheets provided

Filed with: SES DRYWALL CONTRACTORS, INC.

By: Norris Sain
 Signature(s) of Debtor(s) Pres.

Motorola C & E
Lise Mangerie
 Signature(s) of Secured Party Lease Analyst
 603469 Rev. 12-80

Filing Officer Copy — Notation: 11-

Mailed to Assignee

BOOK 508 PAGE 103

266033

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):
LESSEE

M & M MACHINE PRODUCTS, INC.
7100 Ft. Smallwood Road
Baltimore, MD 21226

2. Secured Party(ies) and address(es):
LESSOR

HELLER FINANCIAL, INC.
200 N. LaSalle Street
Chicago, IL 60601

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
RECORD TAX 48.00
POSTAGE 1.50
451634 0777 HOL 10:57
FEB 7 87

4. This financing statement covers the following types (or items) of property:

All of the goods, equipment, inventory and fixtures now or hereafter leased by Lessor to Lessee, including without limitation, the following: (1) OKUMA LB-15 w/Color Graphics and OSP5000 L-G Control plus chip conveyor, tailstock and standard tooling; and all accessions, additions, replacements and substitutions thereto and therefor.

5. ASSIGNEE OF SECURED PARTY

Lease No. 102845

6. Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Circuit Court Clerk, Anne Arundel

- - Total indebtedness is \$75,610.00

M & M MACHINE SERVICE, INC.

By: *[Signature]*
Signature(s) of Debtor(s)

HELLER FINANCIAL, INC.

By: *[Signature]*
Signature of Secured Party

(STANDARD)
FILING OFFICE DEPT. ALPHABETICAL

11.30

Mailed to Secured Party

BOOK 508 PAGE 104

FINANCING STATEMENT

1. Name of Debtor: ARUNDEL VILLAGE ASSOCIATES
 Address: c/o Ernest J. Litty
 Box 364
 Millersville, Maryland 21108
2. Name of Secured Party: MARYLAND NATIONAL BANK
 Address: Real Estate Department
 10 Light Street
 Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated February 3, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

ARUNDEL VILLAGE ASSOCIATES, a
 Maryland general partnership

By Ernest J. Litty, Jr.
 Ernest J. Litty, Jr.
 Managing Partner

Secured Party:

MARYLAND NATIONAL BANK

By Margaret T. Everett
 Margaret T. Everett
 Vice President

RECORD FEE 12.00
 POSTAGE 50
 017473 0055 002 17:58
 FEB 9 87

TB

Mr. Clerk: Return to Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202
 ATTN: Kathleen M. Donahue

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RLK19/t

Mailed to Secured Party

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point marking the intersection of the East side of Governor Ritchie Highway with the 8th or South $80^{\circ}50'$ East 188.5 foot line of the conveyance from Howard M. Pumphrey to Thomas W. Pumphrey, Jr., by Deed dated January 25, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 353 folio 206; thence leaving said point of beginning so fixed and running with and binding along a portion of the East side of Governor Ritchie Highway as now surveyed with bearings referred to Anne Arundel County Grid North

- (1) North $02^{\circ}40'07''$ East 377.37 feet to a point of curvature; thence
- (2) Northerly 80.00 feet along the arc of a curve deflecting to the right having a radius of 11459.16 feet and a chord of North $02^{\circ}52'07''$ East 80.00 feet to a point of tangency and,
- (3) North $03^{\circ}04'07''$ East 257.51 feet to the intersect the 6th or North $80^{\circ}09'$ West 309.5 foot line of the aforementioned conveyance; thence leaving said East side of said Governor Ritchie Highway and running reversely with and binding along a portion of the 6th line and all of the 5th line of the aforementioned conveyance as now surveyed,
- (4) South $86^{\circ}08'13''$ East 300.42 feet, and
- (5) North $03^{\circ}15'47''$ East 209.14 feet; thence running across a portion of the aforementioned conveyance,
- (6) South $86^{\circ}08'13''$ East 96.55 feet to intersect the 2nd or North $04^{\circ}25'20''$ East 208.87 foot line of the conveyance from Mercantile Safe Deposit and Trust Company and Ruth Ellen P. Rambo to Anne Arundel County, Maryland by Deed dated December 13, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2232 folio 342; thence running reversely with and binding along a portion of the 2nd and all of the 1st line of said last mentioned conveyance as now surveyed,
- (7) South $03^{\circ}47'57''$ West 206.12 feet, and
- (8) South $03^{\circ}03'37''$ West 664.42 feet to intersect the 9th or North $86^{\circ}20'$ East 1163.20 foot line of the aforementioned conveyance to Thomas W. Pumphrey, Jr., thence running reversely with and binding along parts of the 8th and 9th lines of said conveyance to Thomas W. Pumphrey, Jr., as now surveyed,
- (9) South $80^{\circ}10'47''$ West 216.71 feet, and
- (10) North $86^{\circ}49'13''$ West 180.95 feet to the point of beginning.

CONTAINING in all 6.789 acres of land, more or less.

SUBJECT to the Deed of Easement and Agreement by and between Mercantile Safe Deposit and Trust Company et al., and Anne Arundel County, Maryland recorded among the Land Records of Anne Arundel County, Maryland in Liber 2481 folio 304.

FURTHER SUBJECT to an easement twenty (20) feet in width for bicycle and pedestrian traffic and as described in the conveyance from Mercantile Safe Deposit and Trust Company and Ruth Ellen P. Rambo to Anne Arundel County, Maryland by Deed dated December 13, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2232 folio 342.

266035

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 9418 ANNAPOLIS RD
CITY & STATE: UMMA MD 20710

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
MARTIN E NICHOLS		12-3-86	
3531 FRYAR LOOP		ACCOUNT NO	TAB
PT. MEADE MD 20755		970806444	44

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE, CAMERA, LENSES, COIN COLLECTION, EXERCISE EQUIPMENT, WOOD GATE, LAWN MOWER, LAWN EDGER, MOTOR BICO, GOLF, STEREO EQUIPMENT, TV, VCR, VIDEO GAMES

RECORD FEE 11.00
POSTAGE .50
RECEIVED JAN 31 1987

FEB 10 87
TB

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 4180.17

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

M E Nichols
MARTIN E. NICHOLS

DEBTOR

BY

David L. Allen
DAVID L. ALLEN

DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

150

Mailed to Secured Party

THE MARYLAND
NOTARY PUBLIC
OFFICE

STATE OF MARYLAND

BOOK 508 PAGE 107

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~000000~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Captain's Choice Marine, Inc.
Address 1335 Route 178, P.O. Box 416, Crownsville, MD 21032

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place
Cedar Knolls, New Jersey 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE "A"

Name and address of Notary
RECORD FEE 11.00
POSTAGE .30
TOTAL \$11.30
FEB 10 87

TR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Notarized - Dolores R. Fath 12-9-86

Thomas J. Eichelberger
(Signature of Debtor)
Captain's Choice Marine, Inc.
Thomas J. Eichelberger, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Ronald B. Mayer
(Signature of Secured Party)
HORIZON CREDITCORP
Ronald B. Mayer, Vice President
Type or Print Above Signature on Above Line

1155

BOOK 508 109

SCHEDULE A

1. All inventory of vessels, yachts, boats and other seacraft, wherever located, whether now owned or hereafter acquired, together with all accessories and attachments thereto;
2. all chattel paper arising from the sale of or other disposition of the collateral described in (1);
3. all proceeds of the collateral described in (1) & (2).

Additional inventory may be located at: 333 Revell Highway, Annapolis MD 21401
and
193 Route 3, Southbound, Millersville, MD 21108

BY: *Thomas J. Eichelberger*
Captain's Choice Marine, Inc.
TITLE: Thomas J. Eichelberger, President

BY: *Ronald Mayer*
HORIZON CREDITCORP
TITLE: Ronald Mayer, Vice President

DATE: Dec 9-1986

Mailed to Secured Party

STATE OF MARYLAND

BOOK 508 PAGE 109

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gardiner & Gardiner
Address 2111 Baldwin Ave, Crofton, Md. 21114

2. SECURED PARTY

Name Furnival Machinery Co.
Address 7135 Standard Drive Hanover Md. 21076
2240 Bethlehem Pike, Hatfield Pa. 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D53P-17, Swamp Dozer, Serial # 80307

RECORD FEE 11.00
POSTAGE 1.00
#51716 0777 001 708:31
FEB 10 87
TB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

To be kept separate and apart

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

John H. Veamillion, Treasurer
(Signature of Debtor)

John H. Veamillion
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul J. Sedwick
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shriner & Gary Realtors

Address 2937 Mountain Road, Pasadena, MD 21222

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

- 4 Secretary Chairs
- 1 Secretary Desk
- 1 Lateral File
- 2 Executive Chairs
- 2 Executive Desks
- 4 Side Chairs
- 21 Sales Desks
- 32 Stack Chairs
- 1 Conference Table
- 2 Book Cases
- 6 Chair Mats
- 4 Computer Tables

RECORD FEE 11.00
 POSTAGE .50
 451717 011 201 108440
 13

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

FEB 10 87

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Ronald C. Shriner
(Signature of Debtor)

RONALD C. SHRINER, PRES.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

MA Co.
20685006

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 FILE 111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ---0---

If this statement is to be recorded in land records check here. 000

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James Batchelor/TA/Batchelor Excavating
Address 111 Maryland Ave Edgewater MD 21037

2. SECURED PARTY

Name Deutsche Credit Corporation
Address #4 Greentree Centre #204 Marlton, NJ 08053

RECORD FEE 12.00
451722 0777 NO1 708:42
FEB 10 87

SAME

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

(1) Used Caterpillar Crawler Loader
Model #955L

WITH ALL STANDARD ATTACHMENTS AND ACCESSORIES

NOTE: NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

James Batchelor
(Signature of Debtor)

James Batchelor/TA/Batchelor Excavating
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Amy Schneider Reg Credit Analyst
(Signature of Secured Party)
~~REG~~ AMY SCHNEIDER REG CREDIT ANALYST
Deutsche Credit Corporation
Type or Print Above Signature on Above Line

17

BOOK 508 PAGE 112

~~200010~~

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Emporia Hydropower Limited
Partnership (Synergics, Inc.,
general partner)
410 Severn Avenue, Suite 409
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
Axel Johnson Engineering
Corporation
666 Howard Street
P. O. Box 7067
San Francisco, CA 94120

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing
Office):

RECORD FEE 12.00
POSTAGE 50
REGISTERED MAIL 1.00
FEB 10 87
C.B.
714

4. This statement refers to original Financing Statement bearing File No. 257669
Filed with Clerk of Circuit Court Date Filed July 30 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The collateral covered in the original financing statement, No. 257669, may be found in Exhibit A, attached hereto.

No. of additional Sheets presented:

Axel Johnson Engineering Corporation

By: Boris H. Lakosta, Secy. - Vinyl Training Office
Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

19 50

Debtor: Emporia Hydropower Limited Partnership
(Synergics, Inc., general partner)

508 113

Secured Party: Axel Johnson Engineering Corporation

EXHIBIT A

TO UCC 1 AND 3 FILING FORM

All of the right, title and interest of Debtor in
and to the following:

All fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all equipment, inventory (including all merchandise, raw materials, work in process, finished goods and supplies) and goods, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, all turbines and generators, powerhouse, transmission lines, penstock and other personal property used in connection with the Debtor's hydroelectric generation facilities (the "Tangible Collateral"); (b) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, tradenames, blueprints, designs, product lines, research and development, all rights under all contracts for the purchase of electric power and all water rights, including without limitation, all water rights to the Meherrin River), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (c) to the extent such rights are assignable, all of the rights of the Debtor under all present and future authorizations, permits, licenses, exemptions and franchises granted to the Debtor for the operation and ownership of its hydroelectric generating facility in Emporia, Virginia (such authorizations, permits, licenses, exemptions and franchises, together with any renewals or extensions thereof collectively called the "Hydro Operating Permits") and, to the extent the same are assignable, all of the rights of the

Debtor under all other present and future authorizations, permits, licenses, exemptions, leases, franchises, contracts and agreements (including any additional Hydro Operating Permits) issued or granted or entered into by the Debtor from time to time hereafter; (d) all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, deposit accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (d) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing; and (e) all books, records, and documents relating to all of the foregoing (the "Collateral").

A portion of the Collateral may be or become fixtures on the real property described in Exhibit B attached to this financing statement. This financing statement is intended as a fixture filing and as such it is to be both filed with the State Corporation Commission and recorded in the real estate records. The name of a record owner of the subject real property is the City of Emporia.

Mailed to Secured Party



NOT Subject to Recordation Tax
PRINT OR TYPE ALL INFORMATION

Financing Statement
BOOK 385 PAGE 115

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF *AUNN ARVIDAL*)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

LIBER 494

Page 263

Index numbers of subsequent statements (For office use only)

Recorded 1-31-86

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

*Severn Companies, Inc.,
410 Severn Ave., Suite 404
Annapolis, Maryland 21403*

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party, except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

NOTING FEE 12.00
POSTAGE 50
FEB 10 1987

Name & address of Secured Party

*Sovran Bank, N.A.
801 North Glebe Road
Arlington, VA 22203*

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

See Attached Schedule A.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

200
Severn Companies, Inc.

Signature of Debtor if applicable (Date)

[Signature]

15 JAN 87

Jack R. Steere, President

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

[Signature]

Michael B. Saylor, Commercial Account Executive

a) Equipment Collateral - the debtor's equipment of the following descriptions

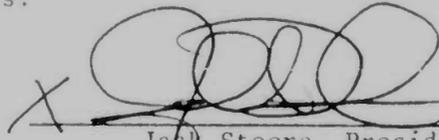
<u>Description</u>	<u>Make</u>	<u>Number of</u>
RM11-Q, SMD Disk Controller	MDB Systems	6
CDC-9766 256 MB Disk Drive	CDC	10
512K PC, 16 Bit Intel 8086CPU (2) 320KB 5 1/4" Disks 12" mono Display 83 Keyboard, 1 Parallel Port	Compaq	11
LA120-DA, Decwriter III	DEC	2
DM232-DP, 24 Terminal Channel controller	DEC	1
750CA-AP	DEC	1
DUP11-AP	DEC	1
VT240 Video Display Terminal	DEC	26
P-800, 800 LPM Line printer w/RS-232C interface	Printronix	2
Model 920/ Tape drive w/ 800/1600 (NRZI/PE) 125 IPS	CIPHER	2
TM11 tape drive controller	MDB	2
DEUNA-AA/UBUS to ETHERNET Cont	DEC	1
DM232-AP, /24 term channel connector	DEC	1
DST-100 tempest terminal	Datasec	10
DF112-AA SYNCH-ASYNCH modem	DEC	4
DFM 12-SC Multiplexer s/Modem control	DEC	4
QD112-EM, IBM 3271 emulator software	DEC	1
QD118-IM (9track) REGIS	DEC	1
QD917-BM (9 track media) LISP	DEC	1
QD-015-BM (9 track media) "C"	DEC	1
QD090-UZ Cobol	DEC	1
QD100-BM (TU58 Media) Fortran	DEC	1
LOYUS 1-2-3		10
QDD05-HG, DECNET-VAX software	DEC	1
QD001-NM, VMS distribution	DEC	1
RUA-81EA, 456MB fixed tri-disk drive & cabinet	DEC	1
C1818, tape bulk 10 1/2" diameter 2400ft	BASF	100
C1981, DC-300XL, 450 ft, 1600 bpi data tape cartridge	3M	10
Graphics ZETA-3620, intelligent plotter	NICOLET	1
ECPl000, large screen color data/graphics projections monitor model 38-B03301-60	Electrohome	1

<u>Description</u>	<u>Make</u>	<u>Number of</u>
ECP1000 NTSC decoder model: 38-800319-60 and remote control	Electrohome	1
VS6-56 6 high brightness curved screen model: 38-800002-61	Electrohome	1
SL-1000 screen legs for VS6666 model: 38-00403-66	Electrohome	1
ECP1000 ceiling mount model: 38-00203-66	Electrohome	1
ECP1000 cart model: 38-800202-66	Electrohome	1
CC-56 BNC to BNC 25 st. cables	Electrohome	3
#883-91 FF, 12 platter disk pack, 300 Mbytes ea.	CDC	40
750CA-AE, includes 11/750 4MB MOS memory, computer interconnect link, VMS license, 2 computer interconnects, star coupler, HSC50-AA disk server, and HSC5X-BA drive controller	DEC	1

and all increases, substitutions, replacements, additions, and accessions thereto,
and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Equipment is located at: Fort Gordon, Georgia

b) Each and every account, receivable, contract right, lease, chattel paper, and other rights of the debtor to the payment of money, of every nature, type and description, whether now owing to the debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow thereon, whether now owned or hereafter acquired, including without limitation, the following: United States Army Contract #DABT62-85-C-1316, RADOC Contracting Activity West, Fort Hood, Texas, dated August 8, 1985 including all amendment, modifications, and additions.



Jack Steere, President

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 508 PAGE 118

Identifying File No. 266012

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 1/19/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH L BRANNAN & RHONDA L FALCON
Address LOT 33 BLACK WALNUT DR ANNAPOLIS MD 21413

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 246 DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1/19/87

4. This financing statement covers the following types (or items) of property: (list)
- Carpeting in Living Room Hallway and stairs
 - Carpeting in All Bedrooms
 - Flooring in Family Room and Kitchen
 - Maytag Washer & Dryer
 - Refrigerator with accessories

RECORDING FEE 12.00
POSTAGE .50
NOTARY CITY NO 103149
FEB 10 87

18

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) LOT 33 BLACK WALNUT DR ANNAPOLIS MD 21401

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

K L Brannan
(Signature of Debtor)

K L BRANNAN
Type or Print Above Name on Above Line

Rhonda Falcon
(Signature of Debtor)

RHONDA FALCON
Type or Print Above Signature on Above Line

ST Snyder
(Signature of Secured Party)

ST SNYDER
Type or Print Above Signature on Above Line

1750

RETAIL INSTALMENT CONTRACT (Secured by Real Estate)

Dear Customer: We've written this Retail Instalment Contract in simple and easy-to-read language because we want you to understand its terms. Please read your contract carefully and feel free to ask us any questions you may have about it. We use the words "you" and "your" to mean the Buyer. In the Insurance Statement I means the one of who is the principal income earner. The words we, us and our refer to the Seller indicated below.

Buyer's Name: **BRAUNNAN KENNETH L**
 Buyer's Name: **FALCON RHONDA L**
 Address: **10133 BACKWALNUT DR.**
ANNAPOLIS, MD. 21403
SEVERNA PARK, MD. 21146
 Seller: **BENOAK'S APPLIANCE CTR.**
821 WEST BENFIELD RD.
 Date of Contract: **11/14/87**

1. DESCRIPTION OF GOODS AND SERVICES SOLD AND WORK TO BE DONE	CASH PRICE INCLUDING SALES TAX
CARPET	3517.60
WOOD	2028.40
APPLIANCES	1743.00

90 DAYS - SAME AS CASH -

ITEMIZATION OF AMOUNT FINANCED	
2. CASH PRICE (Total)	\$ 7289.00
3. A. CASH DOWNPAYMENT	\$
B. TRADE-IN (Description)	\$
TOTAL DOWNPAYMENT (A & B)	\$
4. UNPAID BALANCE OF CASH PRICE (2 - 3)	\$ 7289.00
5. AMOUNTS PAID TO OTHERS	
A. To Public Officials for Recording and Releasing Fees	\$ 19.00
B. To Public Officials for Mortgage Tax	\$ N/A
C. To Appraiser for Appraisal	\$ N/A
D. To Insurance Company for Title Insurance	\$ N/A
E. For Title Exam To	\$ N/A
TOTAL (A, B, C, D, E)	\$ 19.00
6. UNPAID BALANCE (4 & 5)	\$ 7308.00
7. AMOUNTS PAID TO INSURANCE COMPANIES FOR CREDIT INSURANCE	
A. Life Insurance	\$
B. Accident & Health Insurance	\$
TOTAL (A & B)	\$
8. AMOUNT FINANCED (6 & 7)	\$ 7308.00
9. FINANCE CHARGE	\$ 3553.44
10. TOTAL OF PAYMENTS (8 & 9)	\$ 10861.44
11. TOTAL SALE PRICE (3 & 10)	\$ 10861.44

INSURANCE STATEMENT: Credit life and accident and health insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. The term of credit life and accident and health insurance starts on the date of this contract and ends on the original maturity date of this contract. THE PRINCIPAL INCOME EARNER IS THE PERSON TO BE INSURED. SIGN ON ONE LINE ONLY.

I desire credit life insurance and accident and health insurance at the cost shown.
 (Sign Here) _____

I desire neither credit life insurance nor accident and health insurance.
 (Sign Here) _____

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly charge 20.94%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 3553.44	Amount Financed The amount of credit provided to you or on your behalf. \$ 7308.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 10861.44	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 44 \$ 10861.44
---	--	---	---	---

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
48	226.25	MONTHLY, beginning one month after substantial completion of our performance under this Contract (which is estimated to be 11/19, 1987), and continuing on the same day of each following month until fully paid.

Security: You are giving us a security interest in real estate **THE PROPERTY BEING PURCHASED**
 Late Charge: If any part of a payment is more than 7 days late, we may charge a late charge equal to 5% of the full payment.
 Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

This is not a Home Improvement Contract under the Maryland Home Improvement Law.
 This is a Home Improvement Contract under the Maryland Home Improvement Law. We agree that our performance will start on approximately _____ and will be substantially completed on approximately _____.
 Subcontractors Must Be Licensed By The Home Improvement Commission, Commission, telephone 301-659-0316.
 Seller: _____
 License No. _____
 License No. _____

We agree to sell and you agree to purchase the goods, services and work to be done described above. You promise to pay us the Total of Payments shown above and to make payments according to the payment schedule shown above. The terms on the reverse side are also part of this contract. If you agree to be bound by all of the terms of this contract, please sign your name below. All persons signing this contract are equally responsible for paying it in full. SEE NOTICE OF PROPOSED INSURANCE ON THE REVERSE SIDE.

NOTICE
 ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Buyer Acknowledges Receipt of a Copy of this Contract
 BUYER: **K.F. Braunnan**
 (If insurance is sold, the principal income earner signs here)
 BUYER: **Rhonda Falcon**

BOOK 505 PAGE 120

ADDITIONAL CONTRACT TERMS

YOUR PROMISE TO PAY AND THE TERMS OF REPAYMENT: To pay your contract, you promise to pay us the Total of Payments shown on the reverse side which includes Finance Charge) at the Agreed Rate of Interest Per Year and also includes any other charges shown in the Itemization of Amount Financed box on the reverse side. Such other charges are authorized by Section 12-1005 of the Commercial Law Article of the Annotated Code of Maryland. You agree to make payments according to the payment schedule shown on the reverse side.

RATE OF INTEREST: The Agreed Rate of Interest Per Year is the Annual Percentage Rate shown on the reverse side.
LATE CHARGE: If you're more than 7 days late in making any part of a payment, you promise to pay a late charge equal to 5% of the full payment.

DEFAULT - ENTIRE BALANCE DUE: If you don't make a payment on time or if you violate the terms of this contract, you'll be in default. When that happens, you agree that without giving you advance notice, we can require you to pay the remaining balance of this contract at once (less any unearned interest).

COLLECTION COSTS: If you default on this contract, you agree to pay all court and other collection costs, which are incurred by us and relate to your default, including reasonable attorney's fees where the attorney is not one of our salaried employees.

DEFAULT - REMEDIES: If you are in default, we can use any of the remedies available to us under the Uniform Commercial Code or any other law.
OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this contract does not prevent us from enforcing any rights at a later time.

WAIVER OF LIENS - ACCEPTANCE OF PERFORMANCE: We waive any mechanic's or materialman's lien related to this contract. Your first payment under this contract will confirm that we have performed all of our duties under this contract.

PREPAYMENT OF CONTRACT: If you prepay this contract, we'll refund any unearned interest using the actuarial method in accordance with Section 12-1009 of the Commercial Law Article of the Annotated Code of Maryland. No refund will be made if the unearned interest is less than \$5.00.

RETENTION OF CONTRACT: You agree that we can keep the original copy of this contract after it has been paid to show that we complied with certain laws.
TRANSFER OF CONTRACT: You agree that if we sell or transfer this contract to another person, the new owner will have the same rights and benefits that we now have.

STATE LAW: This contract is governed by Title 12, Subtitle 10 of the Commercial Law Article of the Annotated Code of Maryland.

NOTICE OF PROPOSED CREDIT INSURANCE

The person whose signature appears first below (or whose signature appears first on the contract of indebtedness if this notice is a part of such contract) is the Debtor. In this notice the Debtor is called "you". The insurance described, if it becomes effective, will be written by OLD REPUBLIC LIFE INSURANCE COMPANY, 100 North Michigan Avenue, Chicago, Illinois 60601 (called we or us).
The credit insurance elected will become effective in connection with your debt. You will be covered for the credit insurance elected if (1) you have attained age 55 years on the effective date of your debt; and (2) we accept you for the insurance. Joint life insurance, if elected, will cover both you and your Spouse. Joint life insurance will become effective only if your Spouse: (a) has signed the contract of indebtedness; and (b) has not attained age 65 years on the effective date of the debt. If we do not accept you for the insurance or it otherwise does not become effective, you will be notified and any insurance charges paid by you or charged to you will be refunded in full or credited to your account.
The credit insurance is described briefly below. It will be subject to the terms of the Group Policy which has been issued to the Creditor and to the terms of the Certificate of Insurance which will be issued to you within 30 days after the effective date of the debt.
The amount of insurance will become effective on the effective date of the debt and will terminate on the expiration date stated in the certificate.
If you elect joint or single life insurance, only one death benefit will be paid. The initial amount of life insurance will be equal to your initial indebtedness or \$50,000, whichever is less. After that the certificate of insurance describes how the amount of life insurance is calculated while the insurance is in force.
Disability insurance, if elected, will cover you, the Debtor. No disability insurance will be written on your Spouse. A disability benefit will be paid if you become totally disabled while your disability insurance is effective. No benefit will be paid until you have been disabled for 7 days. You will be paid for the actual number of days for which you are totally disabled beginning with the 1st day of disability. No benefits will be paid for any period of disability after the expiration of your disability insurance. The monthly disability benefit will be equal to your monthly installment payment or \$500.00, whichever is less. The daily benefit will be calculated at 1/30th of the monthly disability benefit.
Disability benefits will be paid to the Creditor. The Creditor will apply the proceeds to reduce or extinguish your debt.
If the insurance is terminated before its expiration date, a refund will be made. The refund will be the unearned portion of the insurance charge. The refund will be calculated according to the "Rule of 78" formula. No refund will be made if the amount is less than \$1.00.

SELLER'S ASSIGNMENT AND WARRANTY

FOR VALUE RECEIVED, the undersigned does hereby sell and assign on 1/20/87 to United Financial Holding Inc 4600 Reference Building MD 21801 (Full Corporate Name and Address)

of all right, title and interest in and to the contract set forth above and on the reverse side hereof and the property covered thereby and authorizes said assignee, or order, in its every act and thing necessary to collect and discharge the same, including the right to endorse any check or draft payable to the undersigned in connection with this obligation.

We shall have no authority, without assignee's prior written consent to accept collections or receipts or consent to the return of the property or modify the terms of the contract.

WITHOUT RECOURSE

This assignment is made WITHOUT RECOURSE, except as to the following warranties and representations made by the Seller, to wit: That the said contract is a bona fide one and was actually executed by the person named therein as Buyer; that said Buyer was of legal age and competent to execute said contract at the time of the execution thereof; that the property which is the subject of said contract is truly and accurately described therein; that said property has been delivered into the possession of said Buyer; that the amount recited in said contract as having been received upon the signing thereof is true; that the purchase price of said property was actually paid in cash and/or by property received in trade, at no more than its actual value; that Seller has complied with all applicable federal and state laws in connection with said contract; that said contract is not subject to right of cancellation by the Buyer; that the Seller has the full and complete title to said property subject only to the rights of said Buyer which exist by virtue of said contract; that the amount owed upon said contract at the time of its execution is correctly stated therein; that said contract is secured by a Real Estate Mortgage contract in the name of the Buyer's real property that is valid and legally enforceable according to its terms; that there are no claims or defenses with respect to the said contract; that said contract is valid and legally enforceable according to its terms; that there have been no representations or warranties made to said Buyer which are not contained in said contract.

Should any of the foregoing representations or warranties be false, then we agree to purchase on demand from said assignee said contract for the amount of the then unpaid balance on said contract. We consent to extensions of payments in accordance with said contract which may be made by the assignee. If there is any conflict between the foregoing provisions and the terms of any General Dealer Agreement between us and the assignee, we agree that the terms of the General Dealer Agreement will control.

WITH RECOURSE

The undersigned GUARANTEES the within contract and the property described therein subject only to the rights of the Buyer set forth in said contract. We guarantee the payment of all amounts due and to become due by the terms of said contract, and all costs, including reasonable attorney's fees, incurred in collecting the money or attempting the collection thereof, or the enforcement of any rights under said contract or under this GUARANTY, and we hereby consent that extension as to the time of payment may be made to the Buyer, either before or after maturity and hereby waive all statutes of limitations.
The undersigned waives notice of non-payment and non-performance.

BENOAK'S APPLIANCE CTR.

By: [Signature]
(Owner, Officer or Firm Member)

(SIGN UNDER APPLICABLE PROVISION)

SELLER (Corporate Firm or Trade Name of Dealer)

By (Owner, Officer or Firm Member)

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 508-121

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

266013

Name Dr. Neil Woods, DDS
156 Ritchie Highway
Address Severna Park, MD 21146

RECORD FEE 11.00
551732 0777 MI TOR:49
FEB 19 87

2. SECURED PARTY

Name Bankers Leasing Association, Inc.
155 Revere Drive
Address Northbrook, IL 60062

B

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Royal Dental Chair
- 1 - Royal Doctors Stove
- 1 - Star Titan Scaler
- 2 - Faro Ceiling Mounted Lights
- 1 - Ampco Doctors Unit

Name and address of Assignee
Citicorp Industrial Credit, Inc.
1900 E. Golf Road Ste. #1100
Schaumburg, IL 60173

LEASE NO. 870047

COUNTY FILING:

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

Dr. Neil Woods DDS (eb)
(Signature of Debtor)

DR. NEIL WOODS, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Herbert E. Minds (eb)
(Signature of Secured Party)

HERBERT E. MINDS, V.P.
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

County BOOK 508 PAGE 122

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Honda of Annapolis
Address 1736 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name The Reynolds & Reynolds Co.
Address P.O. Box 2608, Dayton, OH 45401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One VIM/NET Computer Model 32008 with (1) Central Processor and (39) Megabytes of Disk, (13) User Ports and (1) Magnetic Tape Cartridge Unit. Application Software includes Accounting, Parts Inventory II, Parts Invoicing II, Service Merchandising, Integrated Service Invoicing. Terminals include (1) VA 212 LC.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Asst. Mgr., Cont. Adm.
(Signature of Debtor)
Honda of Annapolis by the Reynolds & Reynolds Co.
as attorney in fact pursuant to signed agreement.

Type or Print Above Name on Above Line

Jimmy Clawson
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jimmy Clawson Asst. Mgr., Cont. Adm.
(Signature of Secured Party)

The Reynolds & Reynolds Co.
Type or Print Above Signature on Above Line

2669 15

BOOK 508 PAGE 123

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018
SL 25124

2 Secured Party(ies) and address(es)
Hyde Park Bank & Trust Company
1525 East 53rd Street
Chicago, IL 60615

3 Maturity date (if any)
For Filing Officer (Date, Time
Number, and Filing Office)

RECORDED FEE 11.00
POSTAGE .50
ROLL 142 CTTT ROL 108:57
FEB 10 '87

4 This financing statement covers the following types (or items) of property
Chattel paper, i.e., a Lease from Comdisco, Inc. to
MERCANTILE SAFE DEPOSIT AND TRUST COMPANY
742 Old Hammonds Ferry Road-Linthicum, MD 21090
of IBM Computer Equipment as described together with
the rentals and proceeds thereof and the equipment
described in said lease. See attached equipment list.

5 Assignee(s) of Secured Party and
Address(es)

AB

"NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Anne Arundel County Clerk, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

COMDISCO, INC.
By M. E. Colburn MGR.
Signature(s) of Debtors Title

HYDE PARK BANK & TRUST COMPANY
By Paula Wiley A/P
Signature(s) of Secured Party(ies) Title

11 Filing Officer Copy-Alphabetical 11.50 STANDARD FORM - FORM UCC-1. (For Use in Most States)

Mailed to Secured Party

MLO:brs 7/21/86

503 123-A

SL25124

EXHIBIT A

EQUIPMENT SCHEDULE NO. 12 DATED AS OF July 21, 1986
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit and Trust Company

Address for Legal Notices:
742 Old Hammonds Ferry Road
Linthicum, MD 21090

Attn.: Mr. Ken Lumpkin

Address for Other Correspondence:
Same as above.

Attn.:

Location of Equipment:
Same as above.

LESSOR: COMDISCO, INC.

Address for All Notices:
6400 Shafer Court
Rosemont, Illinois 60018
Attn.: Operations Lease Administrator

Investment Tax Credit
(on order New Equipment)
for the account of:
Lessor _____
Lessee X _____
N/A X _____

Initial Term/
Months: 36 Mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	2	3800-1 to 3800-3 Upgrade			
2.	2	3800-1**		20446, 20609	\$10,830

**Lessee's rental obligations under Schedule 3, Item Nos. 3 and 4 for the 2-3800-1 serial numbers 20446 and 20609 shall continue through November 30, 1986, after which time Lessee's obligations with respect to Equipment Schedule No. 3, Item Nos. 3 and 4 (2-3800-1 serial numbers 20446 and 20609) shall terminate, except such obligations in connection therewith which expressly survive said termination, provided that Lessee has paid all amounts then due and owing under Equipment Schedule No. 3, Item Nos. 3 and 4.

STATE OF MARYLAND

BOOK 508 PAGE 124

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 230829

RECORDED IN LIBER 421 FOLIO 337 ON 1/28/80 (DATE)

1. DEBTOR

Name Ruppert Brothers of Maryland, Inc. & Subsidiaries
Address 100 Old Annapolis Road, Box 304, Severna Park, MD 21146

2. SECURED PARTY

Name Maryland National Bank
Address Friendship Hotel Office, Scotts Drive & Elm Road, BWI Airport, MD 21240

RECORD FEE 10.00
POSTAGE .50
BALANCE DUE 101.00
PER 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">Mailed to Secured Party</p>	

Return To:
Neil S. Kurlander, Esq.
929 N. Howard St.
Baltimore, MD. 21201
after recording

Dated Septembet 19, 1986

Neil S. Kurlander
(Signature of Secured Party)

Type or Print Above Name on Above Line

10-50

BOOK 508 PAGE 125

266016

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)
Craig M. Sharp, D.C.
520 Melrose Lane
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE 50
#51744 0777 R01 MF:03
FEB 10 87

4. This financing statement covers the following types (or items) of property S61635A71032A

- (1) Bennett Autotek X-Ray System/Programmable to include:
300MA-125KVP Control, SN B-9480, 300MA-125KVP Transformer, SN B-9480, tubestand, front panel bucky fram, Emerald 125 X-Ray Tube, SN A-096028, cables, D-50M Collimator, SN 2567
 - (1) AFP-14TE Film Processor, SN 1606, plus accessories
- NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
Deerfield Federal
Savings & Loan
745 Deerfield Road
Deerfield, IL 60015

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with Clerk of Circuit Court, Anne Arundel County, P.O. Box 71, Annapolis, MD 21404

See attached lease page for
debtor's original signature.
By _____
Signature(s) of Debtor(s)

Affiliated Capital Corp.
By L. Shovane
Signature(s) of Secured Party(ies)

111 Filing Office Copy - 13.50

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

Affiliated Capital



LESSOR

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062
1-800-323-5017
(312) 364-5180

LEASE Office Use Only

No. S61635A71032A

Refer to Above No. On All Correspondence

NAME AND ADDRESS OF LESSEE:

Craig M. Sharp, D.C.
520 Melrose Lane
Severna Park, MD 21146

NAME AND ADDRESS OF SUPPLIER:

Kane X-Ray Company Inc. **\$000 508 FINE 126**
232 Westhampton Avenue
Capital Heights, MD 20743

Contact: Dr. Sharp Phone # 301-544-1770 (Resperson: Dan Kane

Phone # 301-350-4440

Quantity	Description of Leased Equipment (include model and serial numbers)	Price
1	Bennett Autotek X-Ray System/Programmable to include: 300MA-125KVP Control, SN B-9480, 300MA-125KVP Transformer, SN B-9480, tubestand, front panel bucky frame, Emerald 125 X-Ray Tube, SN A-096028, cables, D-50M Collimator, SN 2567	\$20,900.00
1	AFP-14TE Film Processor, SN 1606, plus accessories	
		Sales Tax 1,045.00
		Other 258.69
		TOTAL \$22,203.69

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment
1-15-87	1-15-87	60	\$541.77
Office Use Only		No. of Months	

SCHEDULE OF RENEWAL TERMS

\$541.77 Payable Annually In Advance

Special Terms and Conditions:

TERMS AND CONDITIONS OF LEASE

1. LEASE. LESSOR hereby leases to the above named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. TERM. The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. RENT. LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rent payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease shall begin, unless said day is the last day of a calendar month, in which case payments shall be made on the last day of the subsequent calendar months.

5. NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT. LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, suggestion, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE's duty to pay all rents due and perform all obligations as set forth in this Lease.

6. ADJUSTMENTS IN RENT AND SECURITY DEPOSIT. The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. TAXES. LESSEE shall pay city and all taxes, assessments, license fees, registration fees and similar charges or levies relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including as such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, operation, transportation, delivery or operation of the Equipment, whether levied by LESSOR or LESSEE, excepting however, federal, state or local net income taxes.

8. INTEREST AND REIMBURSEMENT FOR ADVANCES. Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other such amount by LESSEE to be paid to LESSOR after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five percent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any taxes or excises on the Equipment shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately.

9. REMEDIES OF LESSOR UPON LESSEE'S DEFAULT. In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or obligation of this Lease required to be completed with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, suspension or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE's right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date: 1/15/87

Linda M. Showance, AP
Linda M. Showance, AP
Affiliated Capital Corp. (Authorized Officer)
Office Use Only

Date: 16 Jan 87

Craig M. Sharp, D.C.

Craig M. Sharp
Signature: Craig M. Sharp Title

THIS IS A NON-CANCELLABLE LEASE

ORIGINAL SIGNATURE REQUIRED ON ALL PAGES

LEASE ORIGINAL 1

*this receipt is
all we received*

BOOK 508 PAGE 123

RECORD FEE 10.00
POSTAGE .50
FEB 10 1987

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and addresses:
Schultz, Roger F. & Sandra S.
9958 Hemlock Woods Lane
Burke, VA 22015

2. Secured Party(ies) and address(es):
Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, New Jersey

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 250851 BK470 PG388
Filed with Anne Arundel Co. Date Filed Feb 9 1984

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

10/30

Mailed to Secured Party

7/8/86

266913

BOOK 508 PAGE 129

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transacting entity

1 Debtor(s) (Last Name First) and Address(es)
Richard Patrick James
Simone James
46 Ridge Chapel Road
Hanover, MD 21076

2 Secured Party(ies) Name(s) and Address(es)
Green Tree Acceptance, Inc.
P.O. Box 4488
Woodbridge, VA 22194-4488

4 The Filing Office (Date, Time, No., Filing Office)
RECORD FEE 12.00
POSTAGE .50
#51749 CPTT R01 TOP106
FEB 10 87

5 This Financing Statement covers the following type(s) of property
1985 Liberty Oakbrook, 14 x 52, Serial #08-L-55136
"and including all furniture, fixtures, appliances,
and appurtenances therein and thereto; including but
not limited to those items specified on the manufacturer's
invoice and/or purchase agreement and/or retail
 Products of the Collateral are also covered

6 Assignment of Secured Party and Address(es)
TB

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

Richard Patrick James *Richard Patrick James* Green Tree Acceptance, Inc.
 Simone James *Simone James* *Paul Whitley*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

CDF/09-08-86
1769Q

2060-19

- To be recorded
- (1) in the Land Records of Anne Arundel County;
 - (2) in the Financing Statement Records of Anne Arundel County; and
 - (3) in the Financing Statement Records of Prince George's County

Not subject to recordation tax

BOOK 508 PAGE 130

Principal amount is \$142,800.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor: Mailing Address of Debtor:
 PATRICK W. GREENFIELD 190 Jill Lane, T-2
 DEBBINE S. GREENFIELD Laurel, Maryland 20707

2. Secured Party: Address of Secured Party:
 STERLING SAVINGS ASSOCIATION, 106 Old Court Road
 a savings and loan association organized and existing Pikesville, Maryland 21208
 under the law of Maryland,

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors, and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers,

RECORDED FEE 14.00
 FEB 7 1987 0345 R01 112:09
 FEB 7 87

15

14-52

Mailed to Secured Party

dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in the said deed of trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$142,800.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:


PATRICK W. GREENFIELD


DEBBINE S. GREENFIELD

Date: September 11, 1986

To the Filing Officer: After this Statement has been recorded, please mail the same to Pathmark Title Company, Suite 314, 5550 Sterrett Place, Columbia, Maryland 21044.

CDF/09-08-86
1769Q

FINANCING STATEMENT

by

PATRICK W. GREENFIELD and DEBBINE S. GREENFIELD, Debtor

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

All that property situate in Anne Arundel County, in the State of Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 5 as shown on Plat entitled "The Sands", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, Folio 35.

BOOK 508 PAGE 132

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$400,000.00

266059

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as additional security in the same loan.

DATE: February 6, 1987

FINANCING STATEMENT

- 1. Debtor: Address:
 CHEROKEE GROUP, LTD. c/o Alan A. Brand
 7507 Gary Road
 Manassas, Virginia 22110
- 2. Secured Party: Address:
 HOME FEDERAL SAVINGS BANK 122-128 West Washington Street
 P.O. Box 1179
 Hagerstown, Maryland 21741
- 3. This Financing Statement covers:

RECORD FEE 17.00
POSTAGE #17647 0666
FEB 10 1987

TB

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings, all the units and common elements of Whitehall Marina Condominium (including, without limitation the boot slips appurtenant thereto), or any other improvements now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings, units, common elements and other improvements for the purposes for which they were or are to be erected or used, including all goods and chattels and personal property as are used or furnished in operating a building and/or the units and common elements of the marina condominium or the activities conducted therein or thereon, (including, without limitation a 50-ton Acme marine hoist - Model No. H50,

7.00

Serial No. 81474), and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

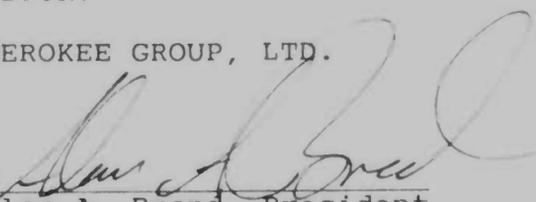
(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

CHEROKEE GROUP, LTD.

By 
Alan A. Brand, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By N/A
Vice President

CFS1713.176 B2

SCHEDULE "A"

PARCEL 1: ALL that parcel of ground as shown on a Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, A Condominium", which said Plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E-22, page 5 at Plat No. E-1055, including the area designated as the "Excluded Area", according to a Declaration and Establishment of Condominium Regime of Whitehall Marina, A Condominium, dated December 2, 1982 and recorded among the Land Records of Anne Arundel County in Liber No. 3539, folio 107 and By-Laws of Whitehall Marina, A Condominium, dated December 7, 1982 and recorded among the Land Records of Anne Arundel County in Liber No. 3539, folio 146, and specifically including the area designated on said Plat as the "Excluded Area".

SAVING AND EXCEPTING THEREFROM, however, the following units and slips: Building Units B-1 and B-2; [Commercial] Storage Units 9, 10, 19, 30, 43, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 and the slips appurtenant thereto, all as shown on the Condominium Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium", recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, at Plat No. E-1055.

BEING in part the residue parcel acquired by Cherokee Group Ltd. by Deed dated March 1985 from Frederick L. Willard, Grantor, recorded among the Land Records of Anne Arundel County at Book 3868, page 4, and being in part the property acquired by Cherokee Group Ltd. by Deed from Alan A. Brand dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 275.

SAVING AND EXCEPTING also the following 6 unit conveyances recorded among the Land Records of Anne Arundel County:

- (i) Storage Unit No. 29 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated July 10, 1985 and recorded at Liber 3938, folio 664;
- (ii) Storage Unit No. 58 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated July 10, 1985 and recorded at Liber 4131, folio 125;
- (iii) Storage Unit No. 73 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated September 4, 1985 and recorded at Liber 4131, folio 123;
- (iv) Storage Unit No. 5 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated December 5, 1986 and recorded at Liber 4237, folio 279;
- (v) Storage Unit No. 3 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated December 19, 1986 and recorded at Liber 4237, folio 277;
- (vi) Storage Unit No. 92 and the appurtenant Limited Common Element Boat Slips conveyed by Deed dated December 29, 1986 and recorded prior hereto.

PARCEL 2: The following units and slips: Building units B-1 and B-2; [Commercial] Storage Units 9, 10, 19, 30, 43, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 and the appurtenant Limited Common Element Boat Slips, all as shown on the Condominium Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium", recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, at Plat No. E-1055.

BEING the property which was conveyed to the Cherokee Group, Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4199, folio 818.

SAVING AND EXCEPTING therefrom Storage Unit No. 43 and the appurtenant Limited Common Element Boat Slip conveyed by Deed dated December 5, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4237, folio 279.

PARCEL 3: Beginning for the same at an iron pipe found in the center line of a 16.0 foot right of way, and at the same beginning point as in the conveyance from Steven J. Everd and Margaret Everd, his wife, to Albert A. Harthausea and Erma L. Harthausea, his wife, by Deed dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland at Liber G.T.C. 1267, folio 498; said point being further located on the north side of Homewood Landing Road as shown on a Plat titled "Revised Plat part of Whitehall Manor", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 33, folio 32; thence running from said beginning point so fixed crossing the said 16.0 foot right of way, and leaving said Homewood Landing Road, and running with the outlines of the above mentioned conveyance to Harthausea, as now found and with bearings referred to Maryland Grid North, north 10 degrees 16' 58" east 346.34 feet to an iron pipe found; thence south 75 degrees 56' 06" east 362.27 feet to an iron pipe set; thence south 75 degrees 06' 49" east 512.0 feet to a fourteen inch cedar tree found; thence south 14 degrees 06' 37" west 353.43 feet to a "PK" nail set in the center line of the above mentioned 16.0 foot right of way, and on the north side of the above mentioned Homewood Landing Road; thence with the North side of said Homewood Landing Road, and also running with the center line of the above mentioned 16.0 foot right of way; north 74 degrees, 47' 21" west 752.25 feet to the place of beginning. Containing 6.146 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1975.

BEING the same property conveyed unto Fred L. Willard and Joan R. Willard, his wife, from Albert A. Harthausea and Irma Harthausea, his wife, by Deed dated May 22, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2757, folio 301 and subsequently conveyed to the Cherokee Group Ltd. by a Deed dated August 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4199, folio 815.

0001T

Mailed to Secured Party

286954

Release of Financial Statement

STATEMENT OF TERMINATION AND RELEASE

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS Anne Arundel County

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement _____
Date of Filing Liber 435 Page 443 Record Reference 237152

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Louis Fanaroff</u>	<u>14818</u>	<u>Southlawn Ln</u>	<u>Rockville, MD</u>	<u>20852</u>
<u>Helen Fanaroff</u>	_____	_____	_____	_____
<u>Stanford Steppa</u>	_____	_____	_____	_____
<u>Elaine Steppa</u>	_____	_____	_____	_____

Name of Secured Party or assignee: _____
Washington Federal Savings & Loan Association 5101 Wisconsin Avenue, Washington, D.C. 20016

CHECK APPLICABLE STATEMENT

TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.

OTHER
see attached "Exhibit A" for legal description

RETURN TO:

RECORDING FEE 14.00
POSTAGE 50
#17661 0466 002 713:04
FEB 10 87



18

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Carol D. Edwards

AUTHORIZED SIGNATURE
Carol D. Edwards
Vice President

14-30

"EXHIBIT A"

ALL that piece, parcel or tract of land, situate, lying and being in Anne Arundel County, Maryland, and being more particularly described as follows:

Parts of Lots 3, 4, 5, 6 and 7 and the North part of Lots 8 through 12, as shown on a revised plat of McGuckian Subdivision dated March, 1940, filed among the land records of Annapolis, Anne Arundel County, Maryland, Cabinet 1, Rod A-9, Plat 13, more particularly described as follows:

Beginning at a point on the easterly line of South Windell Avenue, being South 32° 13' West 35.03 feet from the intersection with the southerly line of West Street extended, said point of intersection being the northwest corner of Lot 7, Block C as shown on the aforesaid plat and running 34.25 feet along the arc of a curve deflecting to the right having a radius of 30.00 feet and a chord bearing North 64° 55' 47" East 32.42 feet to a point; thence running with the proposed right of way line of West Street extended, South 57° 01' 00" East 222.48 feet to a point within Lot 3; thence running through Lot 3, Block C South 32° 13' West 192.06 feet to a point on the back line of Lots 3 and 12, Block C; thence running with said back line South 57° 07' East 10.00 feet to a point on the dividing line of Lots 12 and 13, Block C; thence running with said dividing line South 32° 13' West 126.00 feet to a point; thence running through Lots 8, 9, 10, 11 and 12, Block C North 57° 07' West 250.00 feet to a point on the easterly right of way line of South Windell Avenue; thence running with South Windell Avenue North 32° 13' East 290.97 feet to the point of beginning, containing 77,506 square feet or 1.7793 acres.

Mailed to Secured Party

266052

BOOK 508 PAGE 139

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Recordation Tax has been paid on the principal amount of \$ 400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s)	Address(es)
Wayson's Properties	Wayson's Corner Lothian, Maryland 20711

6. Secured Party	Address
MARYLAND NATIONAL BANK	Real Estate and Mortgage Division
Attention _____	10 Light Street
	Fifth Floor
	Baltimore, Maryland 21202

RECORD FEE 13.00
 PUBLIC RECORDS
 151307 0240 PM 11/21/87
 FEB 10 1987
 TB

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 22 19 86 (from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr. Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
Wayson's Properties, Inc.
Morgan W Wayson Jr (SEAL)
Ella W Welch Sec (SEAL)

Secured Party
 MARYLAND NATIONAL BANK
 By: Michael J Conroy (SEAL)
Commercial Banking Officer
 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

See Exhibit "A" and "B".

MSX-ED 1-85

13
L

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL ONE

BOOK 508 PAGE 140

BEING all of that lot or parcel of ground situate, lying and being in the Eighth Assessment District of Anne Arundel County, State of Maryland and more particularly described as follows:

BEGINNING at a concrete monument set on the north edge of said Maryland Rte. 4 and at the southeast corner of the lot of Daniel Franklin (deceased), whose deed is dated April 22, 1889, and is recorded in Liber S.H. 36, folio 340 among the Land Records of Anne Arundel County and bearing along said Franklin lot N 04° 44' E - 104.9 feet to a pipe set at a corner of the conveyance to Maryland Tobacco Grower's Association by deed dated September 17, 1940, and recorded in Liber J.H.H. 225, folio 230, at the end of the S 04° 44' W - 94.1 foot line of said conveyance, then bearing along the outlines of same S 85° 16' E - 133 feet to a steel rod with aluminum cap set at the corner of the land to be used in common between Wayson Properties, Inc. and Maryland Tobacco Growers' Association, then bearing along the edge of same S 04° 44' W - 104.9 feet to a marker set on the edge of the aforementioned Mtl. Rte 4, then bearing along the edge of same N 85° 16' W - 133 feet to the place of beginning.

CONTAINING within the above mentioned courses and distances 13,952 square feet or 0.3203 acres of land, more or less. Together with a reservation of use in common described as follows in a deed recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 225 at page 230:

BEGINNING for the same at a pipe set on the third line of the land herein described, which point of beginning is N 85° 16' W - 44.55 feet from the end of said lines; thence leaving said line S 4° 44' W - 104.9 feet to the northeast edge of the State Road from Hill's Bridge to Lothian, thence binding on the Northeast edge of said Road, N 85° 16' W - 100 feet, thence leaving said Road, N 4° 44' E - 104.9 feet to a pipe set on said third line; thence with said line, S 85° 16' E - 100 feet to the beginning. Containing 10,490 square feet. As further modified by a quit claim deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2307 at page 201.

PARCEL TWO

ALL that parcel of ground set on the south side of the Patuxent River between Hill's Bridge and Drury Post Office in the Eighth Election District of Anne Arundel County, as set on the Plat of the Wayson tract, which plat was prepared by Edward Hall, Jr., Surveyor, on July 5, 1940, and intended to be recorded herewith and made a part hereof, said property being more particularly described as follows:

BEGINNING for the same at a pipe set at the end of the 2nd line of the conveyance, from Charles Sollers and Susan Sollers, his wife, to Daniel Franklin, by deed dated April 22, 1889 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 36, folio 340, which point of beginning is a corner boundary of the conveyance from Charles E. Sollers to John H. V. Weems, by deed dated November 23, 1892, and recorded in Liber S.H.W. 44, folio 676, etc., and is on the South side of a 20 foot right of way to be laid out; thence with the 2nd line and the 1st line of the said conveyance to Daniel Franklin reversed, the following two courses and distances, S 85° 16' E - 214.5 feet to a pipe and S 4° 44' W - 94.1 feet to a pipe; thence leaving Franklin, S 85° 16' E - 287.55 feet to a pipe set on the 1st line of the conveyance from Aaron Sollers to the Burnack Development Company, by deed dated September 2, 1932, and recorded in Liber F.S.R. No. 105 folio 163, thence

EXHIBIT "B"

with said line, N 11° 15' E - 69.2 feet to the end of the same, thence leaving said conveyance N 10° 30' E - 601.9 feet to a pipe, thence N 79° 26' W - 501.6 feet to intersect the 1st line of the conveyance from Charles E. Sollers to Arthur Smith, by deed dated August 16, 1923, and recorded in Liber W.N.W. No. 69, folio 287, etc., thence with same and the lines of the conveyance to John Weems as hereinbefore referred to, S 11° 15' W - 637.85 feet to the place of beginning, containing eight (8) acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in July 1940.

SAVING AND EXCEPTING that parcel conveyed by deed dated June 18, 1969, recorded among the Land Records of Anne Arundel County, Maryland at Liber 2307 page 507 described as follows:

BEGINNING at a steel rod with aluminum cap set at the end of the S 85° 16' E - 287.55 foot line of the above referenced conveyance to Maryland Tobacco Growers' Association, and bearing reversely along said line, N 85° 16' W - 67.06 feet to a steel rod with aluminum cap, then leaving the outlines of the whole tract and bearing for lines of division N 06° 12' 32" E - 408.57 feet to a pipe set and N 81° 49' 30" W - 407.48 feet to a pipe set in the S 11° 15' W - 637.85 foot line of the entire tract, then bearing along said line reversely N 11° 15' E - 291.93 feet to a concrete monument set in place of a pipe found; then continuing along the boundaries of the entire tract, as re-surveyed in August 1968, S 78° 55' 55" E - 501.55 feet to a steel rod with aluminum cap, S 10° 30' W - 601.90 feet to a concrete monument, S 11° 15' W - 69.2 feet to a steel rod and aluminum cap and N 85° 16' W - 67.06 feet to the place of beginning.

CONTAINING with the above mentioned courses and distances 4.000 acres of land, more or less.

SAVING AND EXCEPTING that parcel conveyed by deed dated June 18, 1969, recorded among the Land Records of Anne Arundel County, Maryland at Liber 2307 page 518 described as follows:

BEGINNING at a steel rod with aluminum cap set opposite the northwest corner of a concrete block garage operated by the said Wayson Properties, Incorporated, and at the end of the first or N 85° 16' W - 67.06 line of a 4.000 acre tract to be conveyed by Maryland Tobacco Growers' Association to Wayson Properties, Incorporated and further being located at a distance of 220.49 feet along the S 85° 16' E - 287.55 foot line of the entire tract, as above referenced, then bearing along said boundary, reversely, N 85° 16' W - 87.49 feet to a steel rod with aluminum cap, then bearing for lines of division N 49° 13' 29" E - 70.09 feet to a pipe set, S 85° 16' E - 39.66 feet to a pipe set in the outline of above mentioned 4.000 acres, then with same S 06° 12' 32" W - 50.02 feet to the place of beginning.

CONTAINING within the above mentioned courses and distances 3,179 square feet or 0.073 of an acre of land, more or less.

TOGETHER with a reservation of use in common described as follows in a deed recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 225 at page 230:

BEGINNING for the same at a pipe set on the third line of the land herein described, which point of beginning is N 85° 16' W - 44.55 feet from the end of said lines; thence leaving said line S 4° 44' W - 104.9 feet to the northeast edge of the State Road from Hill's Bridge to Lothian, thence binding on the Northeast edge of said Road, N 85° 16' W - 100 feet, thence leaving said Road, N 4° 44' E - 104.9 feet to a pipe set on said third line; thence with said line, S 85° 16' E - 100 feet to the beginning. Containing 10,490 square feet. As further modified by a quit claim deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2307 at page 201.

Mailed to Secured Party

266053
BOOK 508 PAGE 142

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 27,000.00

Name of Debtor

Address

Davis, Holtgrewe & McHold, P.A.

16 Murray Ave.
Annapolis, MD 21401

RECORDATION FEE 13.00
 RECORD TAX 187.00
 POSTAGE .50
 881817 0040 101 112 56
 FEB 10 87

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 DH-173Q1-AA MKRO PDP-11/73 COMPUTER SYSTEM

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Davis, Holtgrewe & McHold, P.A.

FARMERS NATIONAL BANK OF MARYLAND

David S. McHold pro see

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party
[Handwritten marks]

STATE OF MARYLAND

5002 DUS PAGE 143

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266054

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated December 1, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

PAID TO SDAT

RECORD FEE 11.00
POSTAGE .50
451832 0040 001 113:17

1. DEBTOR

Name B&H Excavating Co., Inc.

Address 6924 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name Anthony W. Buechner, Jr.

Address 4000 N. Charles Street, Baltimore, MD 21218
Apt. #1514

Stephanie Cutler, Esq., 1615 L Street, NW, #950, Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1987

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts receivable, contract rights, good will and other tangible and intangible personalty now owned or hereafter acquired by debtor.

FEB 10 87
TB

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

B. & H. Excavating Co., Inc

James E. Hurst
(Signature of Debtor)
JAMES E. HURST
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

Anthony W. Buechner, Jr.
(Signature of Secured Party)
ANTHONY W. BUECHNER, JR
Type or Print Above Signature on Above Line

11- ~~SD~~ SD

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 PAGE 144
266055

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 75,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated December 1, 1988 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&H Excavating Co., Inc.
Address 6924 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name Anthony W. Buechner, Jr.
Address 4000 N. Charles Street, Apt. #1514 Baltimore, MD 21218

Stephanie Cutler, Esq., 1615 L Street, NW, #950, Washington, DC 20036
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 1, 1989

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts receivable, contract rights, good will and other tangible and intangible personalty now owned or hereafter acquired by debtor.

RECORD FEE 11.00
POSTAGE .50
MIRY (COAR) 713:18
FEB 10 87

15

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B. & H. Excavating Co., Inc.

James E. Hurst
(Signature of Debtor)

JAMES E. HURST
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anthony W. Buechner, Jr.
(Signature of Secured Party)

ANTHONY W. BUECHNER, JR
Type or Print Above Signature on Above Line

Mailed to Secured Party

~~SS~~

15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

266056 BOOK 508 PAGE 145
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BUD HARDING CONTRACTORS, INC.
Address 402 Marlboro Rd., Lothian, MD 20711

RECORD FEE 11.00
FEB 10 2007
FEB 10 2007

TB

2. SECURED PARTY

Name S. M. CHRISTHILF & SON, INC.
Address 112 W. Timonium Road, Timonium, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) BOMAG Model BW172D Vibratory Roller
S/N 101 520 110216,
together with all present and future attachments,
accessories, replacement parts, repairs, additions,
and all proceeds thereof.

Name and address of Assignee
AMCA INTERNATIONAL FINANCE CORPORATION
OF GEORGIA
1117 Perimeter Center West, Suite N-316
Atlanta, GA 30338

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD. ANN. CODE TITLE 12, section 12-108 (k).

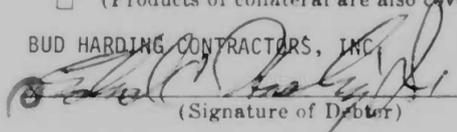
CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Assignee

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

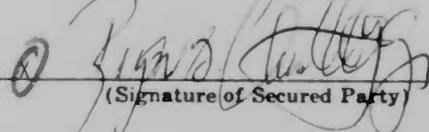
BUD HARDING CONTRACTORS, INC.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S. M. CHRISTHILF & SON, INC.


(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

508 PAGE 146
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 266057

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORELAND, FRANCIS R.
Address 813 Main Street, Galesville, MD 20765

SECURITY FEE 11.00
W-1842 5771 DEL 11.3.87
FEB 10 87

2. SECURED PARTY

Name S. M. CHRISTHILF & SON, INC.
Address 112 W. Timonium Road, Timonium, MD 21093

TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) BOMAG Model BW142 Vibratory Roller
S/N 510 110075,

together with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof

Name and address of Assignee:
AMCA INTERNATIONAL FINANCE CORPORATION
OF GEORGIA
1117 Perimeter Center West, Suite N-316
Atlanta, GA 30338

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD. ANN. CODE TITLE 12, section 12-108 (k).

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

FRANCIS R. MORELAND

Francis R Moreland
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S. M. CHRISTHILF & SON, INC.

S M Christhilf
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-

Mailed to Assignee

BOOK 508 PAGE 147

266059

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

DHL AIRWAYS, INC.
333 Twin Dolphin Drive
Redwood City, CA 94065

2. Secured Party(ies) and address(es)

CITICORP INDUSTRIAL CREDIT, INC.
and CITIBANK, N.A.

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE 50
H51843 0777 801 113-29
FEB 10 87

See Attachment Par. A

See Attachment Par. B

4. This financing statement covers the following types (or items) of property

All of Debtor's now owned or hereafter acquired Accounts, Inventory, XXXXXXXXXX General Intangibles, chattel paper, documents, and instruments, including, but not limited to, the property described in the Attachment, Par. C.

5. Assignee(s) of Secured Party and Address(es)

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

DHL AIRWAYS, INC.

CITICORP INDUSTRIAL CREDIT, INC.

By:

Jonathan McClane

Treas

Signature(s) of Debtors

Title

By:

John F. [Signature]

VP.

Signature(s) of Secured Party(ies)

Title

(1) Filing Office Copy/Alphabetical

1320

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Additional Sheet Attached To Financing Statement

Name of Debtor: DHL AIRWAYS, INC.

A. Additional Names of Debtors:

DHL
DHL Worldwide Express

B. Secured Parties and Addresses:

Citicorp Industrial Credit, Inc., 725 South Figueroa, 3rd Floor, Los Angeles, California 90017, and Citibank, N.A., 450 Mamaroneck Avenue, Harrison, New York 10528.

C. This Financing Statement covers the following types (or items) of property:

ACCOUNTS: All present and future rights of Debtor to payment for goods sold

ACCOUNTS: All present and future rights of Debtor to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance.

INVENTORY: All goods now owned or hereafter acquired by Debtor (wherever located, whether in the possession of Debtor or of a bailee or other person for storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies or materials) which are held for sale or lease or to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in Debtor's business.

E

GENERAL INTANGIBLES: All rights, interests, choses in action, causes of action and other intangible personal property of Debtor of every kind and nature (other than Accounts), including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, customer and supplier contracts, firm sale orders, tax refund claims, and letters of credit, guaranties and any security held by or granted to Debtor to secure payment of an Account, and the like, however and wherever arising and whether now owned or hereafter acquired.

CHATTEL PAPER AND DOCUMENTS: All chattel paper and all bills of lading, warehouse receipts and other documents of title and documents, whether now owned or hereafter acquired by Debtor.

PROPERTY IN POSSESSION, CUSTODY OR CONTROL: All property or interests in property now owned or hereafter acquired by Debtor which now is or hereafter comes into the possession, custody or control of the Secured Party or any agent or affiliate of the Secured Party in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise.)

BOOK 508 PAGE 149

CERTAIN RIGHTS: All rights and interests of Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) letters of credit, stock, shares, voting trust certificates and other equity securities and bonds, debentures, drafts, notes and other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, and any other securities or instruments or any right to subscribe to, purchase or acquire any of the foregoing, whether or not certificated; and (ii) deposit accounts (general or special) with, and all credits and other claims against, any financial institution, including, without limitation, the Secured Party and Citibank, N.A.; and (iii) money; and (iv) proceeds of any loans, including, without limitation, loans made under any Credit and Security Agreement by and between DHL Airways, Inc. and Citicorp Industrial Credit, Inc.; and (v) insurance proceeds and books and records relating to any of the property covered by this financing statement;

together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

The undersigned confirms that this Attachment is part of a financing statement signed by it.

DHL Airways, Inc.

By: Jonathan Melamed Treas
(Title)

BOOK 508 PAGE 150

266059

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name, First) and address(es):
DHL CORPORATION
333 Twin Dolphin Drive
Redwood City, CA 94065

2. Secured Party(ies) and address(es):
CITICORP INDUSTRIAL CREDIT, INC.
and CITIBANK, N.A.

For Filing Officer (Date, Time, Number, and Filing Office):

See Attachment Par. A

See Attachment Par. B

4. This financing statement covers the following types (or items) of property:

All of Debtor's now owned or hereafter acquired Accounts, Inventory, ~~Equipment~~ General Intangibles, chattel paper, documents, and instruments, including, but not limited to, the property described in the Attachment, Par. C.

5. Assignments (of Secured Party and Address(es))

RECORD FEE 13.00

SEARCH FEE .50

REGISTRATION FEE 113.30

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

DHL CORPORATION

By:

Jonathan J. Laman Treas
Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

B 50

Mailed to Secured Party

ATTACHMENT

Additional Sheet Attached To Financing Statement

Name of Debtor: DHL CORPORATION

A. Additional Names of Debtors:

DHL
DHL Worldwide Express

B. Secured Parties and Addresses:

Citicorp Industrial Credit, Inc., 725 South Figueroa, 3rd Floor, Los Angeles, California 90017, and Citibank, N.A., 450 Mamaroneck Avenue, Harrison, New York 10523.

C. This Financing Statement covers the following types (or items) of property:

ACCOUNTS: All present and future rights of Debtor to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance.

INVENTORY: All goods now owned or hereafter acquired by Debtor (wherever located, whether in the possession of Debtor or of a bailee or other person for storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies or materials) which are held for sale or lease or to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in Debtor's business.



GENERAL INTANGIBLES: All rights, interests, choses in action, causes of action and other intangible personal property of Debtor of every kind and nature (other than Accounts), including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, customer and supplier contracts, firm sale orders, tax refund claims, and letters of credit, guaranties and any security held by or granted to Debtor to secure payment of an Account, and the like, however and wherever arising and whether now owned or hereafter acquired.

CHATTEL PAPER AND DOCUMENTS: All chattel paper and all bills of lading, warehouse receipts and other documents of title and documents, whether now owned or hereafter acquired by Debtor.

PROPERTY IN POSSESSION, CUSTODY OR CONTROL: All property or interests in property now owned or hereafter acquired by Debtor which now is or hereafter comes into the possession, custody or control of the Secured Party or any agent or affiliate of the Secured Party in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise.)

CERTAIN RIGHTS: All rights and interests of Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) letters of credit, stock, shares, voting trust certificates and other equity securities and bonds, debentures, drafts, notes and other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, and any other securities or instruments or any right to subscribe to, purchase or acquire any of the foregoing, whether or not certificated; and (ii) deposit accounts (general or special) with, and all credits and other claims against, any financial institution, including, without limitation, the Secured Party and Citibank, N.A.; and (iii) money; and (iv) proceeds of any loans, including, without limitation, loans made under any Credit and Security Agreement by and between DHL Airways, Inc. and Citicorp Industrial Credit, Inc.; and (v) insurance proceeds and books and records relating to any of the property covered by this financing statement;

together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

The undersigned confirms that this Attachment is part of a financing statement signed by it.

DHL Corporation

By: Jonathan J. McNamee Treas
(Title)

266063

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John (NMN) Cawthorne
Address 17 Liberty Place, Doylestown, Pa, 18901

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St., Annapolis, Md, 21403

RECORD FEE 11.00
POSTAGE .50
151551 2771 01 1131 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

FEB 10 87

TB

4. This financing statement covers the following types (or items) of property: (List)

1978 Sabre 28, Hull #HWS28393M78K with 1978 Volvo Penta 13 horsepower engine, s#22283

Assignee: Society for Savings
1290 Silas Deane Hwy.
Wethersfield, CT 06109

ANCHORAGE: Galesville, Md.

CHECK IN THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John Cawthorne
(Signature of Debtor)

John (NMN) Cawthorne
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

Susan B. Cunningham
(Signature of Secured Party)

Susan B. Cunningham

Type or Print Above Signature on Above Line

1150

Mailed to Assignee

Anne Arnold
1/9/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. #49065061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bingo World, Inc.
Address 4901 Belle Grove Road, Baltimore, Md. 21225

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 14, 1990

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Manitowoc Air Cooled Ice Machines,
Model EY-12048
Serial Numbers 860864110 & 861160945
Including: Two (2) C-900 Storage Bins
Serial Numbers 870421230 & 870320174

Name and address of Assessee
RECORDS FEE 11.00
POSTAGE .50
4318000 UNIFORM 113100
FEB 10 87

CONDITIONAL SALES CONTRACT

TB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bingo World, Inc.

X Stephen B. Paskin, Inc
(Signature of Debtor)

Stephen B. Paskin/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty
(Signature of Secured Party)

Carole R. Hardesty
Type or Print Above Signature on Above Line

1150

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 244860 7

RECORDED IN LIBER _____ FOLIO _____ ON 11/8/82 _____ (DATE)

1. Debtor's name and address:
Refuse Removers, Inc.
199 Chinquapin Round Road
Annapolis, Anne Arundel Co., MD 21401

2. Secured party's name and address:
First Virginia Bank
First Virginia Commercial Corporation
6400 Arlington Blvd., Falls Church, VA 22046

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any _____

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 1.00
RECORD FEE 2.00
FEB 10 1987



First Virginia Bank

By A. Charles Benedetto (ink)
A. Charles Benedetto
Vice President

First Virginia
Commercial Corporation (Bank)

Dated 12/18/86

By A. Charles Benedetto (ink)
A. Charles Benedetto, President
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

10
Mailed to Secured Party

256063



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: Maryland Co. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) Technology Finance Group, Inc. 315 Post Road West Westport, CT 06880 95-7273669-3	2. Secured Party(ies) and address(es) Long Island Trust Company, N.A. 11 Broadway Hicksville, New York 11801 Industrial Finance Dept.
--	---

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 17.00
031862 CT771 801 11:38
FEB 10 87
TB

4. This financing statement covers the following types (or items) of property:

See attached Equipment Schedule No. Two for description and location of equipment on lease to Gould, Inc. pursuant to Lease Agreement dated October 1, 1986. This filing is made for informational purposes only.

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

TECHNOLOGY FINANCE GROUP, INC.

LONG ISLAND TRUST COMPANY, N.A.

By: *[Signature]*
Signature(s) of Debtor(s)

SR. V.P.

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

EQUIPMENT SCHEDULE NO. 2
 made a part of Lease Agreement dated October 1, 1986
 between Technology Finance Group, Inc. ("Lessor") and
Gould Inc. ("Lessee"), Ocean Systems Division

1. Equipment

<u>Qty.</u>	<u>Type</u>	<u>Serial No.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Purchase Price</u>
SEE "EXHIBIT A" ATTACHED					

2. Equipment Location: Gould Inc.
 Ocean Systems Division
 6711 Baymeadow Drive
 Glen Burnie, Maryland 21061
3. Installation Date: October 22, 1986
4. Commencement Date: November 1, 1986
5. Initial Period: Sixty (60) months from Commencement Date.
6. Monthly Rental: \$767.36/month
7. Insertion: Lessee authorizes Lessor to insert on this Equipment Schedule and the Certificate of Delivery and Acceptance the Installation and Commencement Dates. The Installation Date shall be the effective date of the Certificate of Delivery and Acceptance. Lessee authorizes Lessor to insert Equipment Serial Numbers on Exhibit A hereto.

LESSOR:
 TECHNOLOGY FINANCE GROUP, INC.
 Signature: 
 Name: Gordon Locke
 Title: Senior Vice President
 Date: November 1, 1986

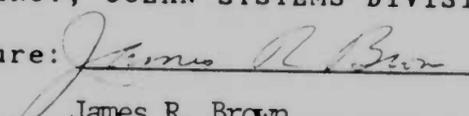
LESSEE:
 GOULD INC., OCEAN SYSTEMS DIVISION
 Signature:  ←
 Name: James R. Brown
 Title: Vice President-Finance & Admin.-DSBS
 Date: October 15, 1986

EXHIBIT A
 TO
 EQUIPMENT SCHEDULE TWO (2)
 TO
 LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
 TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
 AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 159

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z60498:</u>			
<u>Xerox Corp.:</u>			
1	04J-B-XNS Software DEC Micro-VAX Tape	\$ 6,000.00	
SUB-TOTAL - P.O. Z60498:		\$ 6,000.00	
<u>LESSEE PURCHASE ORDER NO. Z69833:</u>			
<u>Hewlett-Packard:</u>			
6	HP 2392A Computer Terminal	\$ 6,847.50	
6	Option 092 Port 2 RS232 Interface	996.00	
6	Option 049 No-Cost Option for line Item 1-ANSI Operation	0.00	
SUB-TOTAL - P. O. NO. Z69833:		\$ 7,843.50	
<u>LESSEE PURCHASE ORDER NO. Z69872:</u>			
<u>Logical Choice:</u>			
1	IBM XT - Monitor, Printer, 20 MEG HD 1 Floppy	\$ 3,400.98	
1	776113-01 Interface & Handle for PC	454.25	
2	763001-03 Cable 4 Meter	\$ 195.50	
SUB-TOTAL - P. O. NO. Z69872:		\$ 4,050.73	

EXHIBIT A
 TO
 EQUIPMENT SCHEDULE Two (2)
 TO
 LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
 TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
 AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 160

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z69917:</u>			
<u>John Fluke Mfg. Co.:</u>			
1	5100B Calibrator	\$ 10,950.00	
1	5100A-05 IEEE-455 Interface	<u>610.00</u>	
	SUB-TOTAL P.O. NO. Z69917:	\$ 11,560.00	
<u>LESSEE PURCHASE ORDER NO. Z69928:</u>			
<u>Automated Technology:</u>			
1	1111BA Atameter-2 Software/HP 1000 RTE-A	<u>\$ 8,000.00</u>	
	SUB-TOTAL P. O. NO. Z69928:	\$ 8,000.00	
<u>TOTAL EQUIPMENT COST - SCHEDULE 2:</u>		<u>\$ 37,454.23</u>	
		=====	

Initials: _____ ←

BOOK 508-161

266061

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, Maryland Co.

1. Debtor(s) (Last Name First) and address(es) Technology Finance Group, Inc. 315 Post Road West Westport, CT 06880 95-7273668-5	2. Secured Party(ies) and address(es) Long Island Trust Co., N.A. 11 Broadway Hicksville, NY 11801 Industrial Finance Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See attached Equipment Schedule No. 1 for description and location of equipment on lease to Gould, Inc. (Lessee) pursuant to a Lease Agreement dated October 1, 1986. This filing is made for informational purposes only. NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 17.00 CITY NO 713-159 FEB 10 1987 RQ

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so):
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

TECHNOLOGY FINANCE GROUP, INC.

LONG ISLAND TRUST COMPANY, N.A.

By:

Signature(s) of Debtor(s)

PRESIDENT

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

EXHIBIT A
 TO
 EQUIPMENT SCHEDULE One (1)
 TO
 LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
 TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
 AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z60598:</u>			
<u>Davison Electronics Co.:</u>			
1	Pass 3100 Security System for Cardkey	\$ 25,930.00	
1	Installation of 3100	2,736.00	
1	Training for 3100 System	<u>2,800.00</u>	
	SUB-TOTAL - P.O. Z60598:	\$ 31,466.00 ✓	
 <u>LESSEE PURCHASE ORDER NO. Z69851:</u>			
<u>Hewlett-Packard:</u>			
1	72445A Vectra Model 45 Personal Computer	2,371.77	
1	45811A 360KB Flexible Disk Drive	164.25	
1	45816A ZOMB Internal Hard Disk System	1,018.35	
1	45987A 45987A Co-Processor (Intel 80287 Chip)	273.75	
1	24541A Dual Serial Interface	160.60	
1	7475A 6-pen Graphics Plotter	1,383.35	
1	24542G Serial RS232C Cable	40.15	
2	13242G RS-232 Cable	100.74	

EXHIBIT A
 TO
EQUIPMENT SCHEDULE ONE (1)
 TO
LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 163

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z69851 (cont'd):</u>			
1	35731A 12" Monochrome Video Display Monitor	237.25	
1	45981A Vectra's Multimode Video Adapter	237.25	
1	92205T RS232C Dual ABC Switch	<u>399.00</u>	
SUB-TOTAL - P. O. NO. Z69851:		\$ 6,386.46	✓
<u>LESSEE PURCHASE ORDER NO. Z69862:</u>			
<u>Tenney Engineering Inc.:</u>			
1	Tenny Jr. Temperature Chamber	\$ 3,920.00	
1	Option 602 - 4x8" Window	500.00	
1	Option 608B - 4" Access Port	85.00	
1	Option 615 - Interior Light	125.00	
1	Option 3003 - Interface Converter for IBER-488 BUSS/PS 232	<u>1,720.00</u>	
SUB-TOTAL - P. O. NO. Z69862:		\$ 6,350.00	✓
<u>LESSEE PURCHASE ORDER NO. Z69863:</u>			
<u>Hewlett-Packard:</u>			
1	3497A Data Acquisition/Control Unit	\$ 2,859.00	
2	Option 010 20 Channel Relay Mux	1,140.00	
1	Option 020 20 Channel Relay Mux T/C	712.50	

EXHIBIT A
 TO
EQUIPMENT SCHEDULE ONE (1)
 TO
LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 164

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z69863 (cont'd):</u>			
1	Option 110 16 Channel Actuator Assembly	712.50	
1	Option 230 Clock Format	0.00	
1	Option 140 Breadboard Card	123.50	
1	3478A Programmable Digital Multi-meter	995.00	
1	Option 908 Rack Mount for 3478 DMM	52.50	
1	Option 326 106-127 Volt	0.00	
2	6002A Programmable Power Supply	3,900.00	
2	Option IEEE-488	1,120.00	
1	3582A Spectrum Analyzer Oval Channel	11,650.00	
	SUB-TOTAL P.O. NO. Z69863:	\$ 23,265.00	✓
<u>LESSEE PURCHASE ORDER NO. Z69913:</u>			
<u>Hewlett Packard:</u>			
1	2392-A HP 2392A Display Terminal CRT	\$ 1,141.25	✓
1	45851A Touchscreen & Personal Computer	1,868.80	
1	2603-A HP 2603A Printer Letter Quality	1,091.35	
	SUB-TOTAL P. O. NO. Z69913:	\$ 4,101.40	
<u>TOTAL EQUIPMENT COST - SCHEDULE 1:</u>		\$71,568.86	=====
	Initials: <u>JTB</u>		←
	3		

266005

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any): Maryland Co.

1 Debtor(s) (Last Name First) and address(es)

GOULD INC.
Ocean Systems Division
6711 Baymeadow Drive
Glen Burnie, MD 21061
95-7273668-5

2 Secured Party(ies) and address(es)

TECHNOLOGY FINANCE GROUP, INC.
315 Post Road West
Westport, CT 06880

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 17.00
851369 0771 001 114700

FEB 10 87

4 This financing statement covers the following types (or items) of property:

Properties leased or to be leased under that certain Master Lease dated October 1, 1986 between Gould Inc., as Lessee, and Technology Finance Group, Inc., as Lessor, including (i) Equipment Rental Schedule #1 thereto, (ii) the Equipment rentals and all other proceeds and sums payable under the lease and (i-i) the Equipment as described in Exhibit A attached hereto. This filing is for informational purposes only. The relationship between the parties is that of Lessor and Lessee and not that of Debtor and Secured Party.

ASSIGNEE OF SECURED PARTY
(Industrial Finance Dept.
Long Island Trust Co., NA
11 Broadway
Hicksville, New York

NOT SUBJECT TO RECORDATION TAX

Equipment Location: Gould Inc., Ocean Systems Division
6711 Baymeadow Dr-ve, Glen Burnie, MD 21061

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

GOULD INC.
By: *James R. Brown*
Signature(s) of Debtor(s)

Technology Finance Group, Inc.
By: *[Signature]*
Signature of Secured Party

(STANDARD)

UCC-1 Modern Size Forms CHICAGO

Mailed to Secured Party

EXHIBIT A
 TO
EQUIPMENT SCHEDULE One (1)
 TO
LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z60598:</u>			
<u>Davison Electronics Co.:</u>			
1	Pass 3100 Security System for Cardkey	\$ 25,930.00	
1	Installation of 3100	2,736.00	
1	Training for 3100 System	<u>2,800.00</u>	
	SUB-TOTAL - P.O. Z60598:	\$ 31,466.00 ✓	
 <u>LESSEE PURCHASE ORDER NO. Z69851:</u>			
<u>Hewlett-Packard:</u>			
1	72445A Vectra Model 45 Personal Computer	2,371.77	
1	45811A 360KB Flexible Disk Drive	164.25	
1	45816A ZOMB Internal Hard Disk System	1,018.35	
1	45987A 45987A Co-Processor (Intel 80287 Chip)	273.75	
1	24541A Dual Serial Interface	160.60	
1	7475A 6-pen Graphics Plotter	1,383.35	
1	24542G Serial RS232C Cable	40.15	
2	13242G RS-232 Cable	100.74	

EXHIBIT A
 TO
EQUIPMENT SCHEDULE ONE (1)
 TO
LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 107

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z69851 (cont'd):</u>			
1	35731A 12" Monochrome Video Display Monitor	237.25	
1	45981A Vectra's Multimode Video Adapter	237.25	
1	92205T RS232C Dual ABC Switch	399.00	
	SUB-TOTAL - P. O. NO. Z69851:	\$ 6,386.46	✓
<u>LESSEE PURCHASE ORDER NO. Z69862:</u>			
<u>Tenney Engineering Inc.:</u>			
1	Tenny Jr. Temperature Chamber	\$ 3,920.00	
1	Option 602 - 4x8" Window	500.00	
1	Option 608B - 4" Access Port	85.00	
1	Option 615 - Interior Light	125.00	
1	Option 3003 - Interface Converter for IEEE-488 BUSS/PS 232	1,720.00	
	SUB-TOTAL - P. O. NO. Z69862:	\$ 6,350.00	✓
<u>LESSEE PURCHASE ORDER NO. Z69863:</u>			
<u>Hewlett-Packard:</u>			
1	3497A Data Acquisition/Control Unit	\$ 2,859.00	
2	Option 010 20 Channel Relay Mux	1,140.00	
1	Option 020 20 Channel Relay Mux T/C	712.50	

EXHIBIT A
 TO
EQUIPMENT SCHEDULE ONE (1)
 TO
LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

BOOK 508 PAGE 105

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z69863 (cont'd):</u>			
1	Option 110 16 Channel Actuator Assembly	712.50	
1	Option 230 Clock Format	0.00	
1	Option 140 Breadboard Card	123.50	
1	3478A Programmable Digital Multi-meter	995.00	
1	Option 908 Rack Mount for 3478 DMM	52.50	
1	Option 326 106-127 Volt	0.00	
2	6002A Programmable Power Supply	3,900.00	
2	Option IEEE-488	1,120.00	
1	3582A Spectrum Analyzer Oval Channel	11,650.00	
	SUB-TOTAL P.O. NO. Z69863:	<u>\$ 23,265.00</u>	✓

LESSEE PURCHASE ORDER NO. Z69913:

Hewlett Packard:

1	2392-A HP 2392A Display Terminal CRT	\$ 1,141.25	✓
1	45851A Touchscreen & Personal Computer	1,868.80	
1	2603-A HP 2603A Printer Letter Quality	1,091.35	
	SUB-TOTAL P. O. NO. Z69913:	<u>\$ 4,101.40</u>	

TOTAL EQUIPMENT COST - SCHEDULE 1:

\$71,568.86
=====

Initials: JTB



BOOK 508 PAGE 169
266066

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, Maryland, Co.

1 Debtor(s) (Last Name First) and address(es) GOULD INC. Ocean Systems Division 6711 Baymeadow Drive Glen Burnie, MD 21061 95-7273669-3	2 Secured Party(ies) and address(es) TECHNOLOGY FINANCE GROUP, INC. 315 Post Road West Westport, CT 06880	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 RECEIVED CTTC MD 114107 FEB 10 87
---	---	---

4 This financing statement covers the following types (or items) of property:
 Properties leased or to be leased under that certain Master Lease dated October 1, 1986 between Gould Inc., as Lessee, and Technology Finance Group, Inc., as Lessor, including (i) Equipment Rental Schedule #2 thereto, (ii) the Equipment rentals and all other proceeds and sums payable under the lease and (iii) the Equipment as described in Exhibit A attached hereto. This filing is for informational purposes only. The relationship between the parties is that of Lessor and Lessee and not that of Debtor and Secured Party.

ASSIGNEE OF SECURED PARTY
 Long Island Trust Co., NA
 11 Broadway
 Hicksville, New York
 Industrial Finance Dept.

NOT SUBJECT TO RECORDATION TAX
 Equipment Location: Gould Inc., Ocean Systems Division
 6711 Baymeadow Drive, Glen Burnie, MD 21061

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

..... GOULD, INC.
 By: *James R. Brown*
 Signature(s) of Debtor(s)

Technology Finance Group Inc
 By: *[Signature]*
 Signature of Secured Party

(STANDARD) UCC-1 Modern Law Forms CHICAGO 1700
 (B) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

EQUIPMENT SCHEDULE NO. 2
made a part of Lease Agreement dated October 1, 1986
between Technology Finance Group, Inc. ("Lessor") and
Gould Inc. ("Lessee"), Ocean Systems Division

1. Equipment

<u>Qty.</u>	<u>Type</u>	<u>Serial No.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Purchase Price</u>
-------------	-------------	-------------------	----------------------	--------------------	-----------------------

SEE "EXHIBIT A" ATTACHED

- 2. Equipment Location: Gould Inc.
Ocean Systems Division
6711 Baymeadow Drive
Glen Burnie, Maryland 21061
- 3. Installation Date: October 22, 1986
- 4. Commencement Date: November 1, 1986
- 5. Initial Period: Sixty (60) months from Commencement Date.
- 6. Monthly Rental: \$767.36/month
- 7. Insertion: Lessee authorizes Lessor to insert on this Equipment Schedule and the Certificate of Delivery and Acceptance the Installation and Commencement Dates. The Installation Date shall be the effective date of the Certificate of Delivery and Acceptance. Lessee authorizes Lessor to insert Equipment Serial Numbers on Exhibit A hereto.

LESSOR:
TECHNOLOGY FINANCE GROUP, INC.
Signature: _____
Name: Gordon Locke
Title: Senior Vice President
Date: November 1, 1986

LESSEE:
GOULD INC., OCEAN SYSTEMS DIVISION
Signature: James R. Brown ←
Name: James R. Brown
Title: Vice President-Finance & Admin.-DSBS
Date: October 15, 1986

EXHIBIT A
 TO
 EQUIPMENT SCHEDULE TWO (2)
 TO
 LEASE AGREEMENT DATED OCTOBER 1, 1986
 BETWEEN
 TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
 AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z60498:</u>			
<u>Xerox Corp.:</u>			
1	04J-B-XNS Software DEC Micro-VAX Tape	\$ 6,000.00	
	SUB-TOTAL - P.O. Z60498:	\$ 6,000.00	
 <u>LESSEE PURCHASE ORDER NO. Z69833:</u>			
<u>Hewlett-Packard:</u>			
6	HP 2392A Computer Terminal	\$ 6,847.50	
6	Option 092 Port 2 RS232 Interface	996.00	
6	Option 049 No-Cost Option for line Item 1-ANSI Operation	0.00	
	SUB-TOTAL - P. O. NO. Z69833:	\$ 7,843.50	
 <u>LESSEE PURCHASE ORDER NO. Z69872:</u>			
<u>Logical Choice:</u>			
1	IBM XT - Monitor, Printer, 20 MEG HD 1 Floppy	\$ 3,400.98	
1	776113-01 Interface & Handle for PC	454.25	
2	763001-03 Cable 4 Meter	\$ 195.50	
	SUB-TOTAL - P. O. NO. Z69872:	\$ 4,050.73	

266007

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)
F. P. Asher & Sons, Inc.
1861 Crownsville Road
Annapolis, MD 21401
M-30866

(2) Secured Party(ies) (Name(s) And Address(es))
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

RECORD FEE 11.00
POSTAGE .50
451869 13771 001 114713
FEB 10 87

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

TB

(5) This Financing Statement Covers the Following types [or items] of property:

One (1) Used Caterpillar Model #D8K Track Type Tractor S/N 77V18053

(ANNE ARUNDEL COUNTY)

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

F. P. Asher & Sons, Inc.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Joseph Asher President*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) *James M. Debra*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest in Another Jurisdiction and Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - None Sent

UCC-1

Mailed to Secured Party

508 PAGE 174

266063

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented	
(1) Debtor(s) (Last Name First) and Address(es) F. P. Asher & Sons, Inc. 1861 Crownsville Road Annapolis, MD 21401 M-30885 -1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 11.00
POSTAGE .50
#51870 (777) AM 11:4:13
FEB 10 87

TB

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) new Caterpillar Model #225LC Excavator S/N 2ZD00419

(ANN~~AE~~ ARUNDEL COUNTY)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

F. P. Asher & Sons, Inc.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

ALBAN Tractor Co., Inc.

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State
 Debtor's Location Changed To This State

(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

266069

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Dec. 15, 1986, Schedule # 02, dated Dec. 17, 1986 between Assignor as Lessor and LEASE ACCOUNT # 512168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 26, 1986 between Assignor and Assignee:

- 1 (one) Make LMC, Model #3700C, S/N 1237 with 12-Way Blade, 16' Power Tiller, S/N 411 and Ice Caulks and Fire Extinguisher
- 1 (one) Western 30" Powder Maker

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

1150

2518

Sum/VEN

508 FILE 176

266070

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
POSTAGE .50
#51873 1277 ML 114118
FEB 10 87
TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Dec. 15, 1986, Schedule # 01, dated Dec. 17, 1986 between Assignor as Lessor and LEASE ACCOUNT # 512168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 26, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)
Nancy L. Gaynor
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

11/5

2517

SUM/VEN

508 176 -A

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	System 55/150
4 (four)	VT/6, Video Display Terminals
1 (one)	Best AOS
2 (two)	Powered Line Drivers
1 (one)	QIC PC and QIC Tran
1 (one)	Hal Front and Back Office Software
1 (one)	PBX Interface
4 (four)	Line Drivers
1 (one)	Sport Center Management and Billing
1 (one)	Food and Beverage Management
1 (one)	General Club Management
1 (one)	Food and Beverage Point of Sale

Mailed to Secured Party

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

TITLE: Frank J. Sarro, III, Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Leasehold Credit
officer

266071

BOOK 508 PAGE 177

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
FILING FEE .50
REGISTERED 12/27/86 11:42:19
FEB 10 87
TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Dec. 15, 1986, Schedule #01, dated Dec. 26, 1986 between Assignor as Lessor and LEASE ACCOUNT # 685121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 26, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gagnor
(Signature of Secured Party)

NANCY L. GAGNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2516
BAR/HOTZ

1150

BARTONSVILLE HOTEL LIMITED PARTNERSHIP

Schedule 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	IBM AT (Main Server) S/N 5170-7040110
2 (two)	IBM XT 5150 Desk Terminal S/N's 18578715150, 16274355150
1 (one)	IBM XT (office terminal) S/N 5160-4032690
3 (three)	IBM Color monitors S/N's 1150163, 1151843, 1151846
3 (three)	Okidata Microline Printers S/N's 603B 0173517, 605B 0176951, 605B 0176945
1 (one)	Epson AT (call accounting PC)
1 (one)	Epson LQ-1000 Printer S/N 05014349
1 (one)	Beltron Monochrome Monitor S/N 238603341
1 (one)	IBM Compatable AT (server for Call Accounting System)
2 (two)	Casio Cash Registers S/N's 6201141, 6210061
1 (one)	Casio RC-200 (Translator) S/N 6200491
1 (one)	AB Dick 960 EC Copier S/N 30100973
1 (one)	Mitel 200-SX Telephone System, Phone Switch BB00709, Switchboard BB2310
	25 pairs for 8 key sets & console, 10 KSU term, AMP for key set, 800' 25 pair cable, 300' 8 pair cable-call, blocks & brackets, and 25' Amp tails
1 (one)	617 Estate Pylon Sign
1 (one)	1029 Interstate Estate Pylon Sign
2 (two)	Mainline Signs
2 (two)	Ramp Signs
1 (one)	CO# 5 - Sign Base
124	General Electric 19" Color TV's Model 19CC6753 S/N's 5N2T10074, 5N2T10077, 5N2T10083, 5N2T10086, 5N2T10089, 5N2T10092, 5N2T10095, 5N2T10098, 5N2T10101, 5N2T10104, 5N2T10107, 5N2T10110, 5N2T10119, 5N2T10122, 5N2T10125, 5N2T10128, 5N2T10137, 5N2T10140, 5N2T10143, 5N2T10146, 5N2T10149, 5N2T10155, 5N2T10158, 5N2T10161, 5N2T10164, 5N2T10167, 5N2T10170, 5N2T10173, 5N2T10176, 5N2T10182, 5N2T10188, 5N2T10191, 5N2T10194, 5N2T10197, 5N2T10200, 5N2T10203, 5N2T10206, 5N2T10209, 5N2T10212, 5N2T10215, 5N2T07661, 5N2T10026, 5N2T10059, 5N2T10008, 5N2T07781, 5N2T07787, 5N2T07664, 5N2T07553, 5N2T10068, 5N2T07697, 5N2T10035, 5N2T09999, 5N2T07760, 5N2T07754, 5N2T07763, 5N2T10065, 5N2T10056, 5N2T10029, 5N2T10038, 5N2T10047, 5N2T10017, 5N2T07757, 5N2T07655, 5N2T10005, 5N2T07769, 5N2T07721, 5N2T07412, 5N2T10041, 5N2T10053, 5N2T07538,

SARRO/SIEGEL LEASING PARTNERSHIP

BY: Frank J. Sarro, III

TITLE: Frank J. Sarro, III, Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A

BY: Nancy J. Jayson

TITLE: Trust Loan Credit Officer

BARTONSVILLE HOTEL LIMITED PARTNERSHIP

Schedule 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	General Electric 19" Color TV's S/N's cont.
	5N2T10221, 5N2T10131, 5N2T10023, 5N2T10021, 5N2T10215,
	5N2T10218, 5N2T10212, 5N2T10227, 5N2T10224, 5N2T09946,
	5N2T07547, 5N2T10050, 5N2T09938, 5N2T10203, 5N2T07586,
	5N2T09996, 5N2T10062, 5N2T07811, 5N2T10200, 5N2T10011,
	5N2T10014, 5N2T20206, 5N2T07814, 5N2T07817, 5N2T07823,
	5N2T07857, 5N2T09938, 5N2T09946, 5N2T09954, 5N2T09957,
	5N2T09960, 5N2T09969, 5N2T09972, 5N2T09975, 5N2T09978,
	5N2T09984, 5N2T09987, 5N2T09990, 5N2T09993, 5N2T10002,
	5N2T10008, 5N2T10021, 5N2T10014, 5N2T10023, 5N2T10038,
	5N2T10029, 5N2T10035, 5N2T10041, 5N2T10047, 5N2T10062,
	5N2T10053, 5N2T10068, 5N2T07766, 5N2T07676.
120	Key Locking Pedestal Stands, Model GE-100
4 (four)	Pans for spare TV Sets
120	Key Locking Remote Swivels, Model GE-652-ADH
1 (one)	General Electric 25" Color TV Receiver, Model 8-2549

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

TITLE: Frank J. Sarro, III, Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Lead Loan Credit Officer

266072

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/5/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
POSTAGE .50
REGISTRATION FEE 114.20
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11/18/86, Schedule # 01, dated 11/24/86 between Assignor as Lessor and LEASE ACCOUNT # 688111 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/5/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with the county of Anne Arundel.

11/50 2457 HOMEHELTH

BOOK 508 PAGE 181

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Qantel System 55 w/1 Real Time Clock, 512K Memory, 1 four channel controller, 1 hub unit, 1 printer controller S/N E00029705
1 (one)	75MB Disk Drive, 1 (one) Disk Drive Controller, 1 (one) 1/4" Tape Cartridge Streamer
4 (four)	VT6 Video Terminals S/N's P03156, P03021, P03131, P03154
4 (four)	DL2400 Printers S/N's 012554, 012538, 012638, 012632
1 (one)	Four channel controller, 1 (one) BEST/AOS Operating System
1 (one)	QIC-PC, 1 (one) Modem & Cables
1 (one)	IBM-AT w/512KB, 1.2KB Floppy Disk, and 30MB Hard disc., Amber Monitor, surge suppressor, Hayes smartcom II, Internal Modem, Multi Link, AT Gizmo, Lotus, Multimate, IBM Quiet Writer II S/N 5170-7056703

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

TITLE: Frank J. Sarro III, Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: _____

BOOK 508 PAGE 182
286073

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-2-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORDED FEB 11:00
REGISTERED FEB 11:45:20

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

FEB 10 87
19

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-1-86, Schedule #01, dated 12-1-86 between Assignor as Lessor and LEASE ACCOUNT # 116812 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/2/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Gregory BWF
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with the county of Anne Arundel.

2458
BWF/GREG

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	RS6E Glencoe Refrigerator
1 (one)	115 volt Cincinnati Time Clock
1 (one)	TEC/MA 136 Cash Register
1 (one)	Aqua Matic 6ft. Hood System
5 (five)	Pitman 14 Band Standard Gas Fryers
5 (five)	Pitman Casters
70 (seventy)	Pitman Baskets
3 (three)	Pitman 14 Screens
1 (one)	Nelco #B411012-12CO Ice Machine
1 (one)	Nelco/B4000165100 Ice Bin
1 (one)	Melink 200XS Safe
1 (one)	Eagle HSA10FO Hand Sink
1 (one)	Eagle 41216318LR Three Compartment Sink
1 (one)	Advance #1005 Dunnage Rack
1 (one)	RF Hunter E090E Filtrator
1 (one)	Set of RF Hunter Filters
1 (one)	Bloomfield #29 Potato Cutter
1 (one)	Set of Blades Bloomfield
1 (one)	Advance Dunnage Rack #1006
2 (two)	Crescor 229FF20 Fry Basket Racks
5 (five)	Dorman Hoses and Quick Disconnects
1 (one)	Smallwares package
2 (two)	AVM Sand and Roof Curbs
1 (one)	Sign and Menu Board
2 (Two)	AVM/Fans and Roof Curbs

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

Frank J. Sarro, III
 Frank J. Sarro, III

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

[Signature]
 TITLE:

BOOK 508 PAGE 184

266071

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-12-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORDED FEB 11 11:00 AM 1987
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated December 1, 1986, Schedule #01, dated 12-1-86 between Assignor as Lessor and LEASE ACCOUNT #820216 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/10/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Haynes
(Signature of Secured Party)

Nancy L. Haynes
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

2464
BWF/HAYNES

EQUIPMENT LISTQUANTITYDESCRIPTION

1	RS6S Glencoe Refrigerator
1	115 Volt Cincinnati Time Clock
1	Omron KAF-18-11 Cash Register
1	Aqua Matic 6ft. Hood System
4	Pitman 14 Band Standard Gas Fryers
4	Pitman Casters
4	Pitman Baskets
70	Mir oil Filter
1	Nelco #B411012-12CO Ice Machine
1	Nelco B4000165100 Ice Bin
1	Melink 200XS Safe
1	Eagle HSA10FO Hand Sink
1	Eagle 41216318LR Three Compartment Sink
1	Advance #1005 Dunnage Rack
1	RF Hunter E090E Filtrator
1	Set of RF Hunter Filters
1	Bloomfield #29 Potatoe Cutter
1	Advance Dunnage Rack #1006
1	Crescor 229FF20 Fry Basket Racks
2	Avtec Hoses and Quick Disconnects
4	Smallwares Package
1	Sign and Menu Board
1	Metal Masters Shelf
1	Dye Cutter Head (Bloomfield 3/8)
1	Hot Warmer with lids Eagle TM1220RW1207
1	

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

BOOK 508 PAGE 195

2000.75

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/10/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/1/87, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # DL1001 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/10/86 between Assignor and Assignee:

- 1 (one) Hoffman Leggar Press; 1 (one) Hand Iron
- 1 (one) Form Finisher; 1 (one) Sngle Head Puff Iron
- 1 (one) Rema Dry Vacuum; 1 (one) Iron Stand
- 1 (one) Air Compressor 1 HP

RECORD FEE 11.00
451878 077 001 114121

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaylor
(Signature of Secured Party)

Nancy L. Gaylor
Type or Print Above Name on Above Line

Mailed to Secured Party
FEB 10 87

Filed with the county of Anne Arundel

2465
DL/W. WASH

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 21.00
451877 0777 01 114:21

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

FEB 10 87

TV

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10/30/86, Schedule #01, dated 11/10/86 between Assignor as Lessor and LEASE ACCOUNT #680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarfo III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

21

2451
AMERLEI

BOOK 508 PAGE 187

200076

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 21.00
451879 6777 001 114421

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

FEB 10 '87

LB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10/30/86, Schedule #01, dated 11/10/86 between Assignor as Lessor and LEASE ACCOUNT #680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarfo III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

21

2451
AMERLEI

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Halon 1301 Fire Suppression & Detection System including any and all related parts and accessories
1 (one)	Condi Bookcase #E701
1 (one)	Condi Credenza #E219
14 (fourteen)	Condi Lat File Drawers
10 (ten)	Chair 8430-2300 BX
1 (one)	Chair 8421-1330 BX
20 (twenty)	Panel PAA8018
6 (six)	Panel PAA8030
9 (nine)	Panel EAA8048
12 (twelve)	Panel Fabric PFF3230
8 (eight)	Outlet SOO11
11 (eleven)	Outlet SOT11
6 (six)	Power Cable SPC
3 (three)	Trans Cable STC18
2 (two)	Trans Cable STC30
8 (eight)	Wire MGR GWR19
6 (six)	Task Light GLT24
2 (two)	Worksurface HCL4818
4 (four)	Worksurface HCL6030
4 (four)	Desk Top WOL6030
2 (two)	Desk End WES3030
6 (six)	Modesty Panel WMS6027
4 (four)	Leveling Plate WPC
16 (sixteen)	Hardware Pack WHP
8 (eight)	Pedestal HPN0612
4 (four)	Flip Door CAB CAF30SJ
2 (two)	Flip Door Cab CAF4SSJ
2 (two)	Raceway SRA30
10 (ten)	Raceway Cover SBC30
2 (two)	Worksurface HCL7230
2 (two)	#60 Worksurface HCL6024A
2 (two)	#60 Worksurface HCL6030A
2 (two)	Panel Acoustics W/Elec.
24 (twenty four)	Panel Acoustics PAA8030
3 (three)	Panel Acoustics PAA6318
9 (nine)	Panel Acoustics PAA6330
1 (one)	Panel Acoustics PAA6348

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy Payne

TITLE: _____

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Lower Fabric NPF3242
2 (two)	Panel PAA6324
2 (two)	Task Light GLT24
2 (two)	Task Light GLT36
2 (two)	Power Cable SES
4 (four)	Duplex SOO11
2 (two)	Pedestal HPN0612
2 (two)	Cabinet CAF30
2 (two)	Cabinet CAF48
4 (four)	Fabric
2 (two)	Panel EAA8048
2 (two)	Panel PAA8024
7 (seven)	Panel PAA8030
1 (one)	Panel PAA8036
2 (two)	Worksurface HCL4818
2 (two)	Desk Top WDL6030
1 (one)	Modesty Panel WMS6027
1 (one)	End Panel WES3030
1 (one)	Panel PAA8018
4 (four)	Wilson Sidelights
80 (eighty)	6'8" Wall
4 (four)	Door/Frame Units 3'X7"
	Tasklight GLT18
15 (fifteen)	Power Pole SPPX
1 (one)	Condi Desk #E115D
1 (one)	Condi Credenza #E214D
5 (five)	Storewall Lateral File #365W/662L
5 (five)	Glass and Aluminum Doors
66 (sixty six)	CAB Divider Shelves CVS09
130 (one hundred thirty)	VERT SUP Part CVP
125 (one hundred twenty five)	Shelf Dividers CSD07
8 (eight)	Lateral Files #364

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: _____

EQUIPMENT LIST

508 PAGE 190

QUANTITY	DESCRIPTION
4 (four)	Flip Door CAB 30" CAF30SL
1 (one)	Flip Door CAB 48" CAF48SL
1 (one)	Flip Door CAB 36" CAF36SL
17 (seventeen)	Tasklight GLT24
2 (two)	#61 Worksurface 48X18
3 (three)	Leveling Plate WPC
1 (one)	Desk Top WDL6030
2 (two)	Desk End Steel WES3030
2 (two)	Modesty Panel WMS6027
2 (two)	Hardware Pack WHP
1 (one)	Raceway SRA42
1 (one)	Raceway Cover SBC42
1 (one)	#60 Worksurface HCL7230
2 (two)	#60 Worksurface HCL4830
6 (six)	#60 Worksurface HCL6030
166 (one hundred sixty six)	Wilson Wall 6'8"
7 (seven)	Door W Frame Solid Core Door W Bronze Frame
36 (thirty six)	Wilson Wall 8'4"
1 (one)	Door W Frame Solid Core Door W Bronze Frame
4 (four)	Sidelight Units
100 (one hundred)	Wilson Walls 6'8" WALL
2 (two)	Door W Frame Solid Core Door W Bronze Frame
98 (ninety eight)	Wilson Wall 8'4" Wall
4 (four)	Door W Frame Solid Core Door W Bronze Frame
1 (one)	Wilson Glass Wall Full HT
3 (three)	Sidelights
122 (one hundred twenty two)	Wilson Wall 6'8" Wall
6 (six)	Door W Frame Solid Core Door W Bronze Frame
6 (six)	Sidelights
62 (sixty two)	Wilson Wall 6'8" Wall
2 (two)	Door W/Frame Solid Core Doors Bronze Frames
1 (one)	OFS LAT File Cabinet Oak
1 (one)	Door GPA8036
5 (five)	Chair 8421-1330
2 (two)	Chair 8430-2300
2 (two)	Panel PFA6342
2 (two)	Upper Glaze NUG3242

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Barro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

EQUIPMENT LIST

508 191

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6 (six)	Panel Acoustics W/Elec.
1 (one)	Panel Fabric PFF4242
3 (three)	Panel Fabric PFF4236
4 (four)	Panel Fabric
12 (twelve)	Outlet, 1 Sided B/B SO011
4 (four)	Outlet, 2 Sided B/B SOT11
5 (five)	Trans Cable STC30
4 (four)	Power Cable SPC
16 (sixteen)	Tasklight GLT24
3 (three)	Wire Manager GWR19
4 (four)	#61 Worksurface 60X30
4 (four)	#61 Worksurface 48X18
1 (one)	#60 Worksurface 36X24
8 (eight)	Hardware Pack WPC
1 (one)	Worksurface Support WSELH
1 (one)	Worksurface Support WSERH
4 (four)	Flip Door CAB 30"
12 (twelve)	Flip Door CAB 30"
2 (two)	Pedestal 1@6", 1@12"
4 (four)	Transcable 18" STC18
5 (five)	Panel Acoustics PAA8030
1 (one)	Panel Acoustics W/Elec.
4 (four)	Panel Acoustics W/Elec.
8 (eight)	Panel Acoustics W/Elec.
1 (one)	Panel Acoustics W/Elec.
1 (one)	Panel Acoustics PAA6336
43 (forty three)	Panel Acoustics PAA6330
1 (one)	Panel Fabric PFF4242
1 (one)	Panel Fabric PFF4224
4 (four)	Outlet, 1 Sided B/B SO011
12 (twelve)	Outlet, 2 Sided R/R SOT22
12 (twelve)	Outlet, 2 Sided B/B SOT11
1 (one)	Power Cable SPC
1 (one)	Power Cable SSCP
7 (seven)	Power Cable SES
1 (one)	Trans Cable 36" STC36

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: _____

BOOK 508 PAGE 192
206077

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A. RECORD FEE 25.00
Address 300 E. Lombard Street
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Oct. 30, 1986, Schedule # 02, dated 12/16/86 between Assignor as Lessor and LEASE ACCOUNT # 680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)
Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.
[Signature]
(Signature of Secured Party)
Nancy L. Gaynor
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2500
AMLEIS

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Top Cap Wood MTC18
1 (one)	Top Cap Wood MTC36
1 (one)	End Filler MPF8090
1 (one)	End Filler MPF80
3 (three)	Highwall GTP1000
1 (one)	Highwall GVG5000
2 (two)	Highwall GHL1000
2 (two)	Condi Desk Oak E115-J
4 (four)	Condi Lock X219
2 (two)	Condi Credenza E214-J
1 (one)	Condi Desk W Ret E502-J
1 (one)	Condi Pedestal X2010-J
1 (one)	Condi Lock X219
1 (one)	Kinetics End Table
4 (four)	Howe Tables Round 4JRG
1 (one)	Howe Table 72"X30" 3LAEM
20 (twenty)	Oatmeal Fabric 20 Yards
20 (twenty)	PPCST Connector
10 (ten)	PPC90 Connector
5 (five)	PPCT Connector
5 (five)	PPCX Connector
25 (twenty five)	PHL Connector
12 (twelve)	PHL90 Connector
5 (five)	PBF Filler
5 (five)	PBF90 Filler
3 (three)	PBFT Filler
10 (ten)	PSF Filler
22 (twenty two)	Top Cap MTC18
89 (eighty nine)	Top Cap MTC30
12 (twelve)	Top Cap MTC36
5 (five)	Top Cap MTC42
28 (twenty eight)	Top Cap MTC48
44 (forty four)	End Filler Pack MPF80
42 (forty two)	90 Degree Filler MPF8090
4 (four)	T Filler MPFT80

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

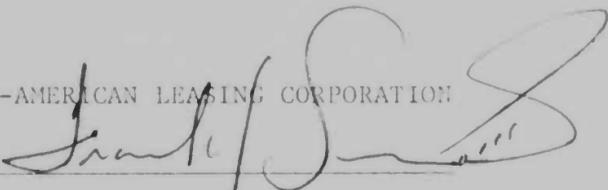
TITLE: Loan Credit Officer

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	X Connector MFX
70 (seventy)	Straight Connector MFS
8 (eight)	Flip Door CFF30B
4 (four)	Flip Door CFF48B
23 (twenty three)	Flip Door CFF30B
3 (three)	Flip Door CFF42B
3 (three)	Flip Door CFF48B
41 (forty one)	Top Cap GPK24
12 (twelve)	Top Cap GPK30
5 (five)	Top Cap GPK36
12 (twelve)	Top Cap GPK42
3 (three)	Top Cap GPK48
252 (two hundred fifty two)	U Bracket
818 (eight hundred eighteen)	Raceway Base Pin
20 (twenty)	Raceway Base 18"
96 (ninety six)	Raceway Base 24"
76 (seventy six)	Raceway Base 30"
15 (fifteen)	Raceway Base 36"
41 (forty one)	Raceway Base 42"
4 (four)	Raceway Base 48"
7 (seven)	Table 8616-Z
7 (seven)	Chrome Base 8601
3 (three)	B10 Chair 8430-2300
5 (five)	B10 Chair 8430-2300
1 (one)	Table 8615-5
8 (eight)	Cartwright Chair Blueston
4 (four)	Cartwright Chair Flax
3 (three)	Condi Desk
6 (six)	Condi Lock
3 (three)	Condi Credenza
1 (one)	Condi Desk Left Pedestal
1 (one)	Condi Lock
1 (one)	Condi Flush Return
1 (one)	Condi Racetrack Conf Table
1 (one)	Condi Drum Base Pair

TRANS-AMERICAN LEASING CORPORATION

BY:



TITLE: Frank J. Sarfo III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:



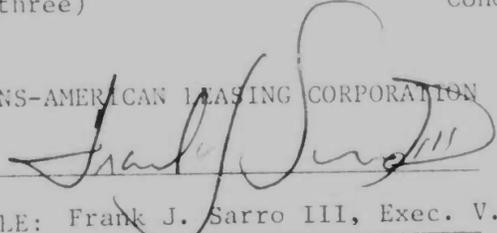
TITLE:

Raymond J. Sagan
Assistant Vice President

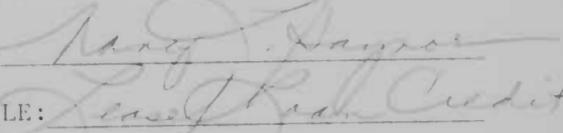
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Condi U Desk W Drop Return
1 (one)	Pedestal on Left Return
1 (one)	Condi Lock
1 (one)	3 Ganged Chairs with Table
1 (one)	3 Ganged Chairs with Table L
1 (one)	2 Ganged Chairs with Table L
1 (one)	Condi Table #855
1 (one)	Bus Access. Slide Projector
1 (one)	Bus Access. Display Board
8 (eight)	Howe Tempest Table 5CAER
1 (one)	Howe Tempest Table 5CAEM
4 (four)	Cartwright Chair Blueston
2 (two)	Cartwright Chair Flax
2 (two)	Condi Desk
4 (four)	Lock
2 (two)	Condi Credenza
6 (six)	Cartwright Chair Flax
12 (twelve)	Cartwright Chair Blueston
1 (one)	Condi Desk Left Pedestal
1 (one)	Lock
1 (one)	Flush Return Right
3 (three)	Desk With Right Pedestal
3 (three)	Lock
3 (three)	Flush Return Left
2 (two)	Condi Desk
4 (four)	Condi Lock
2 (two)	Condi Credenza
10 (ten)	Cartwright Chair Blueston
5 (five)	Cartwright Chair Flax
3 (three)	Condi Desk
6 (six)	Lock
3 (three)	Condi Credenza
2 (two)	Condi Desk Left Pedestal
2 (two)	Lock
2 (two)	Condi Flush Return
6 (six)	Cartwright Chair Blueston
3 (three)	Cartwright Chair Flax
3 (three)	Condi Desk

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Sarro III, Exec. V.P.

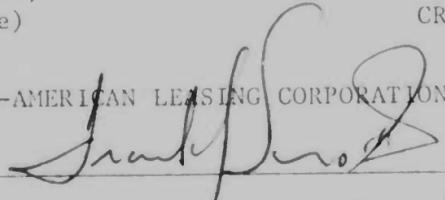
BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: TITLE: Nancy J. Payne
Lease & Loan Credit
Officer

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6 (six)	Condi Lock
3 (three)	Condi Credenza
8 (eight)	Cartwright Chair Blueston
4 (four)	Cartwright Chair Flax
1 (one)	Condi Desk
2 (two)	Condi Lock
1 (one)	Condi Credenza
5 (five)	Storwal File 5 Drawer
2 (two)	Storwal File 4 Drawer
22 (twenty-two)	Top Cap MTC18
87 (eighty-seven)	Top Cap MTC30
12 (twelve)	Top Cap MTC36
5 (five)	Top Cap MTC42
28 (twenty-eight)	Top Cap MTC48
44 (forty-four)	End filler pack MPF80
42 (forty-two)	90 Degree Filler MPF8090
4 (four)	T Filler MPFT80
1 (one)	X Connector MFX
70 (seventy)	Straight Connector MFS
8 (eight)	Flip Door CFF30B
4 (four)	Flip Door CFF48B
23 (twenty-three)	Flip Door CFF30B
3 (three)	Flip Door CFF42B
3 (three)	Flip Door CFF48B
41 (forty-one)	Top Cap GPK24
12 (twelve)	Top Cap GPK30
5 (five)	Top Cap GPK36
12 (twelve)	Top Cap GPK42
3 (three)	Top Cap GPK48
7 (seven)	Table 8616-Z
7 (seven)	Chrome Base 8601
3 (three)	BIO Chair 8430-2300 Color HW
5 (five)	BIO Chair 8430-2300 Color HX
1 (one)	Table w/chrome base 8615-5
54 (fifty-four)	Tasklight GLT18
4 (four)	Sup Console STND LMTR GR A97CSL510
4 (four)	GRY. SUPR. CNSL B93G30600
1 (one)	CRT GRAY A97GAL493

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank S. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: TITLE: Nancy J. Payne
Branch Credit Officer

EQUIPMENT LIST

BOOK 508 PAGE 187

QUANTITY

DESCRIPTION

1 (one)
1 (one)
1 (one)
1 (one)

Video Terminal 115V 60HZ 099000133
7507B-8B CKT Card A91000336
SSA ANNOUN Control Card A97GAL502
SSA CNTL CKT Card A91000335
Upgrade on existing UPS System to handle
terminals in Valueline

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Chief Loan Credit Officer

266073

508 PAGE 198

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/2/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A. RECORD FEE 11.00
Address 300 E. Lombard Street 451831 CTR #01 114722
Baltimore, MD 21202 FEB 10 87
Person And Address To Whom Statement Is To Be Returned If Different From Above. TB

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11/12/86, Schedule #01, dated 11/17/86 between Assignor as Lessor and LEASE ACCOUNT # 682111 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/2/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy K. Goff
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with the county of Anne Arundel

2446
CONTWHL

508 199

EQUIPMENT LIST

DESCRIPTION OF EQUIPMENT

Qantel System 45-45
Q30 Processor S/N
256K Memory
4807 Workstation Controller
Real Time Clock
45 Meg Bit Disk
Disk Controller
1/2" Streaming Cartridge Tape Drive
Tape Controller

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: _____

266079

BOOK 508 PAGE 200

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/8/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
451382 CTT 901 114123
FEB 10 87

19

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11/1/86, Schedule #01, dated 11/1/86 between Assignor as Lessor and LEASE ACCOUNT # 686211 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/3/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LEASE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with the county of Anne Arundel.

2459
RELICOMM

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Powered Cabinet Assy. S/N 1140
1 (one)	Serial Port Exp. S/N 06347-01638
2 (two)	CD CPU F/W 6.0w S/N 75276
1 (one)	DP CPU F/W 3.0 S/N W71728
1 (one)	Memory Card S/N 625022
1 (one)	Hard Disk Controller S/N W48361
1 (one)	Floppy Disk Controller S/N W76837
1 (one)	84MB Disk Drive S/N 50122
1 (one)	Floppy Disk Drive S/N 529385
1 (one)	Modem Cable
1 (one)	LSI CRT
1 (one)	CRT Cable
6 (six)	CRT Connector Kit
1 (one)	Operator Console S/N 613095
1 (one)	Operator Console Cable
1 (one)	Installation Kit
1 (one)	Manager's Kit
1 (one)	NEC Printer Cable
1 (one)	2.6 System Software
1 (one)	Startel System 1800, 5 Operator positions, paperless, DID only
1 (one)	MicroStar II CPU
1 (one)	Hard Disk
5 (five)	CRT Terminals
5 (five)	Operator Consoles
1 (one)	Bulk Printer
1 (one)	Modem
1 (one)	System Cabinet
1 (one)	Series 1000 Call Distribution System

TRANS-AMERICAN LEASING CORPORATION

BY:

Frank J. Sarro III
Frank J. Sarro III
BxVP.

TITLE:

Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

[Signature]

TITLE:

266033

508 202

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
BALTIMORE COUNTY 719423
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 3/26/86, Schedule #01, dated 8/12/86 between Assignor as Lessor and LEASE ACCOUNT # 686230 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/1/86 between Assignor and Assignee:

1 (one) 20 Litre single cavity container mold S/N 8437-1

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. ...
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with the county of Anne Arundel.

2447
PROTPROD

TB

266081

BOOK 508 PAGE 203

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-5-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

RECORDED FEB 10 1987
11.00
BALTIMORE CITY MD 21202
19

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-1-86, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3044 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-2-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Barry L. Sawyer
(Signature of Secured Party)

Barry L. Sawyer
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2450
BB/E'LON

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
8	Regent K1250 Styling Chairs
4	Vega Stations X024A
2	Regent Dryers Chairs
2	810 Dryers
3	Norris Shampoo Chairs
3	3800-622-403 Shampoo Bowls
1	6" Metro Rack
3	Dini Meri #111
2	Pibbs Lamps-Model #TL9301
1	Manicure Table #324
3	Custom Bulkheads
8	Hygenic Mats #CR #4
1	Pibbs Make-up Chair
1	6" Metro Rack
1	Metro Make-up
1	Mirror
6	Plexi Panels

TRANS-AMERICAN LEASING CORPORATION

BY:

Frank J. Sarro, III
 Frank J. Sarro, III

TITLE: Exec. Vice President

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

[Signature]
 TITLE:

266092 508 REC 205

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
REGISTERED BY 11/12/86

TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 5/22/86, Schedule # 03, dated 11/26/86 between Assignor as Lessor and LEASE ACCOUNT # 682250 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Dec. 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

FEB 10 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
(Signature of Debtor)
Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

2452
STER/ASSO.

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	JVC - S/N #08814980 - Model #CR 6060U
1 (one)	K Pro 16 - S/N #301493
2 (two)	K Pro Monitors - Model # KP 1254-G
3 (three)	K Pro Disc Drives - S/N #81045-05 Model 334193, S/N 81-045-02 Model 333901, & S/N 81-045-02 Model 311090
2 (two)	Texas Instruments (S/N FU 4320742 Model TIP/N2223219-3 and S/N 5064630074 Model TIP/N2238675-0004)
2 (two)	Texas Instruments monitor (S/N FY 31400375 Model TQF 85222 and S/N FU4332961 Model 2223219-3)
1 (one)	Texas Instruments keyboard - S/N 4400040110 Model 2230528-0001
1 (one)	Texas Instruments printer - S/N 2564140102 Model 2223050-0004
1 (one)	Texas Instruments keyboard - S/N 4400040127 Model 2230528-0001
1 (one)	Texas Instruments - S/N FU4332940 Model TQF 85233
1 (one)	Horton Instruments High Pad - S/N 137770-10020 - Model DT 11CR
1 (one)	Leader - S/N 5100386 - Model LBO 5864

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sapro IIITITLE: Frank J. Sapro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Raymond J. Saylor

TITLE: _____

266983

508 PAGE 207

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-17-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
RECORDS DIVISION
FEB 10 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10-27-86, Schedule # 01, dated 10-28-86 between Assignor as Lessor and LEASE ACCOUNT # M872016 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated December 17, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Wayne L. Cannon
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2475
BS/ROCHE

EQUIPMENT LIST

BOOK 508 PAGE 208

<u>QUANTITY</u>	<u>DESCRIPTION</u>
13	Olympia Styling Chairs
4	Pietranera Wash Point Units
2	Muholos Electronic Wall Mount Dryers
1	Kayline Manicure Unit
4	Wallace Chairs
1	Pedicure Unit
1	Belvedere Climazon Unit
4	Efalock Service Carts
12	Styling Stations
1	Reception Desk
1	Make-up Station
1	Color Service Station
4	Shampoo Bulkheads with Storage Cabinets above
1	Facial Room Counter with Storage Cabinets above and below
1	Retail Display
2	Dispensary Storage Units
1	Refrigerator
1	Microwave Oven
1	Assortment of Perm Rods
1	Office Desk & Chair w/storage units

TRANS-AMERICAN LEASING CORPORATION

BY: *Paul J. [Signature]*

TITLE: *FRM*

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *Senior Credit Officer*

266081

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TRANS-AMERICAN LEASING CORPORATION
Address: The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name: BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address: 300 E. Lombard Street
Baltimore, Maryland 21202

RECORD FEE 11.00
BALTIMORE COUNTY 114125
FEB 10 87

TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11-1-86, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3041 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III., Exec.V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Nancy L. Gaynor
(Signature of Secured Party)
NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2510
BB/TINA

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	48" Coat Rack
2	Merrittan Special Hawaii Tanning Beds
2	Belv. Vega-Type Twin Island Stylers
1	Pibbs Childs Sofa Seat
4	Venice Dina Meri #111 Carts
2	Ergospec Air-Lift #C-2 Rolling Chairs
2	Pibbs Mani-Mini Table
1	Used Rounded Walnut Lam. Desk
2	Formatron Open Divider Retail Walls
1	Belv. S 54-A Station Backwash System w/adjustable Shampoo Chairs
2	Belv. M33 Dryer Chairs
2	Helene Curtis Cool-Temp Dryers

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Nancy S. Dayson*TITLE: *Fixed Loan Credit Officer*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*TITLE: Frank J. Sarro III, Exec.V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 26, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
BALTIMORE CITY 001 114-26
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1-1-87, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BS5013 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2509
BS/VYSIONS

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1	Cascade Reception Desk
1	Retail Display
2	Stool w/back (1 for desk, 1 for manicure)
1	Manicure Table NC1000
4	Cascade Styling Stations
4	Hydraulic Styling Chairs 2800F
4	36" Round Mirrors w/bevel
3	Shampoo Bulkheads w/upper storage
3	Shampoo Bowls w/fixtures, white
3	Scoop Shampoo Chairs
3	Dryer Chairs w/super air dryers 2800

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

Nancy S. Dwyer
Lease & Loan Credit Officer

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec.V.P.

Frank J. Sarro III

268055

BOOK 508 PAGE 213

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, Md. 21202

RECORD FEE 11.00
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule #08, dated 7/29/86 between Assignor as Lessor and LEASE ACCOUNT #683110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sacco III
(Signature of Debtor)

Frank J. Sacco III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. GAYNER
(Signature of Secured Party)

Nancy L. GAYNER
Type or Print Above Name on Above Line

2504
GDBD

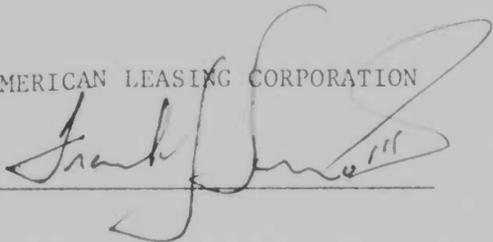
Filed with Anne Arundel County

EQUIPMENT LIST

- 2 (two) RTV-DRIVE BENCHES FL 70-17-2K-72 double head,
17-carrier braider incl. 1020 bobbins and 1020
tension springs
- 2 (two) RTV-DRIVE UNITS WITH MOTOR
- 2 (two) A9 WINDING UP DEVICES

TRANS-AMERICAN LEASING CORPORATION

BY:



TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:



TITLE:

Joseph Loan Credit Officer

500 508 FILE 215

268096

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
RECORDED BY _____
FEB 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule #4, dated 4/1/86 between Assignor as Lessor and LEASE ACCOUNT #683110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

1 (one)- 6 Position Traverse Winder w/spool unwind including independent adjustable traverse stations, predetermining footage counters, product guides, quick lock spool latches, dancer controlled unwind tension.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)

Frank J. Sapro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Nancy L. GAYNOR
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

2503
GDBD

266097

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21203

RECORD FEE 11.00
BALTIMORE CITY 001 719427
FEB 10 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Aug. 1, 1986, Schedule # 01, dated Aug. 11, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681180 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

- 1 (one) Combi Model 110 Multi Spindle Boring Machine S/N 661-547
- 1 (one) Marbel Laminater/Vencer Slitter Model LS-1 (7" Throat) S/N 5382

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarno III
(Signature of Debtor)

Frank J. Sarno III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2502
JDY

BOOK 508 PAGE 217
206083

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, Md. 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
551892 0711 01 714:27
FEB 10 87
TB

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 2/19/86, Schedule #02, dated 2/21/86 between Assignor as Lessor and LEASE ACCOUNT # 689120 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

1(one)- Graco/LTI Microprint Rotary Cylinder Extrusion System, Dynamelt 55 Gallon Drum Unloader, 15' Heated Transfer Hose, Chill heat Rotary Joint, Cross Web Registration, Circumferential (Linear) Web Registration (360° Control) Legal Kit for Mani control Box, Pedestal for operator control panel

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)

Frank J. Sarro III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Nancy L. Gaynor
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

2501
DUL-VER

BOOK 508 PAGE 218

266089

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 Lombard Street
Baltimore, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10/1/85, Schedule #03, dated 5/22/86 between Assignor as Lessor and LEASE ACCOUNT # 58101 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LEASE

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Nancy L. GAYNOR

Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

2499
GDTYS

EQUIPMENT LIST

508 219

<u>Quantity</u>	<u>Description</u>
6 ea	8'-3" high, 24" deep x 48" wide shelving, 5 levels
12 ea	8" high, 48" deep, x 96" wide shelving, 5 levels
4 ea	8'-3" high, 24" deep x 36" wide steel shelving w/6 shelves/unit
14 ea	8'-3" high, 24" deep x 48" wide steel shelving w/6 shelves/unit
1	Taylor Twin Head Soft-serv Ice Cream Machine-Model 338
1	Bunn Coffee Maker-Model VPS
4	S/S sinks to be dropped into existing millwork (no faucets)
1	Star Undercounter Refrigerator #R10E
1	Jet Spray Bubbler Model T-J3
1	Scottman Icecuber w/Bin-Model 400, Bin Model B40
1	Star Hot Fudge Machine
1	Star Hot Butterscotch Machine
1	Syrup Rail - S/S

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Frank J. Sarro III*

TITLE *Branch Loan Credit Officer*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*

TITLE: Frank J. Sarro III, Exec. V.P.

266050

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 26, 1986 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, Md. 21202

RECORD FEE 11.00
151894 0271001 11:4:28
FEB 10 87

Handwritten initials

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 5/22/86, Schedule #02, dated 10/13/86 between Assignor as Lessor and LEASE ACCOUNT #682250 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Marcy L. Gaylor
(Signature of Secured Party)

Marcy L. Gaylor
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2498
SAI

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Leader Waveform Monitor LB 05860A
1 (one)	Sigma Sync-Generator w/bars & tone CSG365A
1 (one)	Sony 12" Color monitor PVM 1220
1 (one)	Sony Audio Mixer Board MX-P21
1 (one)	Sony Player Deligation Switch BSBX-100
1 (one)	Shintrom Time Code Generator #647
1 (one)	Utah Scientific Audio Distribution Amplifier with (1) FR50 Frame, (1) PS-50 Power Supply, (1) CX-50 Extendor, and (7) ADA-8 Cards
1 (one)	Sigma VDA-515 with (1) FR-500 Frame, (1) PS-501 Power Supply, and (9) VDA-515 Cards
1 (one)	Grass Valley 100-N Switcher
1 (one)	Digital Bourder line key 100-40
1 (one)	DAC-2 Board (for Gemini Digital effects machine)

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Nancy J. Sawyer*

TITLE: *Senior Loan Credit Officer*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*

TITLE: Frank J. Sarro III, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266091

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 Lombard Street
Baltimore, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 6/3/86, Schedule # 05, dated 9/17/86 between Assignor as Lessor and LEASE ACCOUNT # 683060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/26/86 between Assignor and Assignee:

- 1 (one)- CAT loader Model 955L S/N 85J6792
1 (one)- CAT loader Dozer Model D-3 S/N 79U5982
1 (one)- Tampo Roller Model RS-28 GVC20201

RECORD FEE 11.00
REGISTERED WITH MDI 1/14/87
FEB 10 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro III, Exec V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Nancy L. Gaynor
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

2497
DUL-DEV

26609

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY
Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3030 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
551895 077 801 114 228
FEB 10 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

~~XXX~~(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III.
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party
BALTIMORE FEDERAL FINANCIAL, F.S.A.
Nancy L. Sawyer
(Signature of Secured Party)
Nancy L. Sawyer
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2508
BB/CUT/STYLE

BOOK 508 PAGE 221

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Custom Twin Island Styling Stations
5	Belmont Rabbit Captain Dryer Chairs
4	Helene Curtis Cool-Temp plus One Dryers
1	Helene Curtis Quick Temp plus One Dryer
6	Belmont Rabbit Captain Hyd. Styling Chairs
6	Dina Meri #111 Gray Carts
1	Custom Laminated Gray Reception Desk
2	Ergospec C-2 Receptionist/Manicurists Airline Chairs
6	Farley Wire Chrome Reception Chairs
1	Precision Pol. Chrome Coat Rack 36"
1	Custom Laminated Coffee Cabinet
1	K-Line #324 Mani-Table, pad and light in gray plastic
1	Custom Top and Bottom Shampoo Bulkhead
2	Belv. #3800-622-403 Porc. Shampoo Bowls
2	Pibbs #978 Shampoo Chairs
1	Custom Laminated Kitchenette/Dispensary w/mini Refrig.
1	Belvedere Used Electric Operated White Facial Chair

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sargo III

TITLE: Frank J. Sargo III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Joseph L. Lohman

TITLE: Credit Officer

BOOK 508 PAGE 225

206033

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Trans-American Leasing Corporation Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY Name Baltimore Federal Financial, F.S.A. Address 300 E. Lombard Street Baltimore, Maryland 21202 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-1-86, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # DL1000 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

- 1 (One) FB 010 HSP Fulton Boiler S/N 49722
1 (One) Extra Pressure Control
1 (One) #740 Saratoga up & down Conveyor Extra Floor Supports

RECORDED FEB 10 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

TRANS-AMERICAN LEASING CORPORATION (Signature of Debtor) Frank J. Sakro, III., Exec. V.P. Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A. (Signature of Secured Party) NANCY L. GAYNOR Type or Print Above Name on Above Line

Filed with Anne Arundel County

2507 DL/NW VAL'T

268001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3029 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

- 3 (Three) Shampoo Chairs #M34T/Color Dark Brown
- 6 (Six) Dryer Chairs #913U W/810 Dryers
- 9 (Nine) Styling Chairs #011D-70 CB W/Standard Back

RECORD FEE 11.00
#31893 CTT 001 71 0 0 00

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

FEB 10 87
TB

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2506
BB/SHAWN

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 26, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
REGISTERED 07/11/87
FEB 10 87
TJB

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3034 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12-26-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.
[Signature]
(Signature of Secured Party)
Mary L. GAYNE
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County.

EQUIPMENT LIST

508 PAGE 228

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	Cascade Double Stations w/Mirror & 4 Curling Irons
1	Cascade Single Stations w/Mirror & Curling Iron
9	Pibbs Hyd. Styling Chairs #999
1	8ft. Desk w/Glass
2	5ft. Chrome Retail Racks
4	48" Shampoo Bulkheads
4	3800-622-403 Bowls
4	Pibbs Shampoo Chairs Model #978
4	Pibbs Dryer Chairs #993
4	Helene Curtis Cool Temp Dryers
3	Pibbs Swivel Base Chairs #994
1	12" Custom Countertop
3	Custom Barber Stations
3	All purpose Chairs Pibbs #1240

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *Senior Loan Credit Officer*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

Frank J. Sarro, III

TITLE: Exec. V.P.

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 200057

RECORDED IN LIBER 350 FOLIO 428 ON 1/5/76 (DATE) 508 PAGE 229

1. DEBTOR

Name Marucha TV & Appliance Service Inc
Address 1355 Odenton Road Odenton, Md 21117

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT XXXXXXXXXX (Indicate whether amendment, termination, etc.)</p>
<p>PLEASE AMEND DEBTOR'S ADDRESS TO INCLUDE: 101 Mayo Road Edgewater, Maryland 21037</p>	

RECORD FEE 10.00
POSTAGE .50
451904 CT
FEB 10 87
C.B. 1111

Mailed to Secured Party

1050
Dated January 14, 1987
Felix Marucha
SIGNATURE OF DEBTOR
Felix Marucha, President

[Signature]
(Signature of Secured Party)
D.R. Williams, Credit & Collections Mgr
Type or Print Above Name of Assignee

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238519

RECORDED IN LIBER 439 FOLIO 101 ON 6-24-81 (DATE)

BOOK 508 PAGE 230

1. DEBTOR

Name The Stiller Appliance Company, Incorporated
Address 703 Crain Highway, SE Glen Burnie, Md 21061

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT XXXXXXXX (Indicate whether amendment, termination, etc.)</p>
<p>PLEASE AMEND DEBTOR'S NAME TO READ:</p> <p>The Stiller Appliance Company (A Corporation)</p> <p>RECORDS FEE 10.00 POSTAGE .50 851905 ET 801 714740 FEB 10 87</p>	

Mailed to Secured Party

Dated January 14, 1987
SIGNATURE OF DEBTOR
John Hardesty, Vice President

(Signature of Secured Party)
D.R. Williams, Credit & Collections Mgr

BOOK 508, 231

266096

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
LESSEE:
General Marketing/ TA
General Optical Corp.
815 Ritchie Highway Suite 208
Serverna Park, MD 21146

2. Secured Party(ies) and address(es)
LESSOR:
EATON FINANCIAL CORPORATION
The Beaumont Building
P.O. Box 71, South Station
Framingham, Massachusetts 01701

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Sperry II Computer System with Printer, Software
Scriptomatic envelope feeder
3 Terminals
1 Sanyo 550 Computer

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277c-102

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

"Equipment Lease - does not create a security interest."

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 12.00
651905 CITT NO 719244
FEB 10 87

TB

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

General Marketing/TA General Optical Corp

By: [Signature]
Signature(s) of Debtor(s) LESSEE

EATON FINANCIAL CORPORATION

By: [Signature]
Signature(s) of Secured Party(ies) LESSOR

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

266037

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded in land records check here: _____

This financing statement Dated _____ is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S and S Motor Company, Inc. DBA/ Acura South

Address 10 Wellham Avenue - Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company

Address 766 Old Hammonds Ferry Road - Linthicum, Maryland 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00
POSTAGE .30
MONTGOMERY COUNTY 7141491
FEB 10 2007
TB

PRESENT AND FUTURE INVENTORY OF ACURA MOTOR VEHICLES INCLUDING THOSE NOW OWNED BY DEBTORS AND THOSE HEREAFTER ACQUIRED, TOGETHER WITH ACCESSORY PARTS AND EQUIPMENT ATTACHED; ACURA MOTOR VEHICLES, ALL KINDS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; PROCEEDS OF ANY OF THE FOREGOING INCLUDING BUT NOT LIMITED TO ACCOUNTS, CHATTEL PAPER AND CONTRACT RIGHTS.

CHECK X THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X (Proceeds of collateral are also covered)

(Products of collateral are also covered)

S and S Motor Company, Inc. DBA/ Acura South

[Signature]
(Signature of Debtor)

S. George Poling, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile-Safe Deposit & Trust Company

[Signature]
(Signature of Secured Party)

E. C. Mullendore, Sr. V. P.

Type or Print Above Signature on Above Line

1250

Mailed to Secured Party

BOOK 508 PAGE 233

This STATEMENT is presented to a filing office filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

Maturity Date 3 (optional)

1. Debtor(s) (Last Name First) and Address(es)
Kop-Flex, Inc.
Harmans Rd.
Harmans, MD 21077

2. Secured Party(ies) Name(s) and Address(es)
Textron Financial Corporation
18201 Von Karman Ave.
Irvine, CA 92715

4. For Filing Officer: Date, Time, No. Filing Office

RECORDED FEE 10.00
POSTAGE 2.50
#51908 0777 R01 734:42
FEB 10 87

5. This statement refers to original Financing Statement No. Bk#503, Pg#324 filed (date) 10/28/86 with

- 6 A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor is required if Collateral is added) Secured Party name changed from Textron Financial Corporation to Textron Capital Corporation.

Section Block Lot

Filing Fee all items 6 - \$5.00

Kop-Flex, Inc.

Textron Capital Corporation

By J. Z...
Signature(s) of Debtor(s) (only an amendment)

By T. ...
Signature(s) of Secured Party(ies)

19 87

10-7

(ii) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-3 - Approved by the Secretary of the Commonwealth of Pa.

Mailed to Secured Party

266093

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax Purchase Money
 - Subject to Recordation Tax: Principal
 - To Be Recorded in Land Records (For Fixtures Only).
- Amount is \$ _____

NAME	No.	Street	City	State
1. Debtors(s) (or assignor(s))				
M. T. Construction Co, Inc.		1583 Snug Harbor Rd.	Shady Side, Md.	20764
BY: Maurice Teitelbaum, Pres.				

2. Secured Party (or assignee)
 SOVRAN BANK / MARYLAND 12125 Viers Mill Rd. Silver Spring, Md. 20906

3. This Financing Statement covers the following types (or items) of property:

- 1 Roofing Machine KR-12 with Micro Switch and Uncoiler

RECORD FEE 11.00
 POSTAGE .50
 FEB 10 1987

TB

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

SOVRAN BANK / MARYLAND

By:

Type Name Rose Ann Reed

Title Retail Banking Officer

Debtor(s) or Assignor(s)

M. T. Construction Co, Inc.

BY: Maurice Teitelbaum, Pres.

Maurice Teitelbaum Pres

Maurice Teitelbaum, Pres.

Type or Print Name and Title of Each Signature

11-50

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

L# 64887
266032
Identifying File No. 508 PAGE 235

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Original Philadelphia, Dist #4
Address 157 B Ritchie Highway - Severna Park, Md

9/11/46

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

RECORD FEE 12.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

CTH 203 T14344

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 CPK Conveyor Oven

FEB 10 RT TB

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

"Equipment Lease - does not create a security interest."

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nikolaos MAMALI
(Signature of Debtor) LESSEE:

NIKOLAOS MAMALI
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Kathleen Emers
(Signature of Secured Party) LESSOR:

(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Lubin, Andrew M. 4615 Bedford Blvd Wilmington, DE 19803	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any) For filing Office, Date, Time and Filing Office RECEIVED FEBRUARY 1985 CITY OF WILMINGTON FEB 10 1985 10:00 :50 7:44:48 JTB
4. This statement refers to original Financing Statement bearing File No. <u>258890 liber490pg553</u> <u>11178 6777 R01</u> Filed with <u>Anne Arundel</u> Date Filed <u>10-21-</u> <u>1985</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: Society For Savings Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

Mailed to Secured Party

NOT USED

508 - 237

238

Feb. 10, 1987

NOT USED

508 - 237

238

Feb. 10, 1987

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #221089 Dated 11/16/78
Record Reference Liber 394 Page 284-287

2. DEBTOR is:

Name: The French-Bray Printing Company
(Last Name First)
Address: 6731 Baymeadow Drive Baymeadow Industrial Park Glen Burnie, MD 21061

3. SECURED PARTY is:

Name: Anne Arundel County, Maryland
Address: Arundel Center Annapolis MD 21404

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND SIX PAUL STREETS BALTIMORE, MARYLAND 21203

RECORD FEE 10.00
POSTAGE .50
101918 CTT 001 114749
FEB 10 87

SECURED PARTY:

ANNE ARUNDEL COUNTY, MARYLAND

Date: November 10, 1976

By: Adrian G. Teal
Adrian G. Teal (Title)
Director of Administration

010-1721-9337

RETURN TO: ~~Benjamin S. Cohen, Esquire~~
Hecht, Cohen & Chapper
1111 Fidelity Building
Charles & Lexington Streets
Baltimore, Maryland 21201

APPROVED FOR FORM AND
LEGAL SUFFICIENCY.
COUNTY SOLICITOR
ANNE ARUNDEL COUNTY, MARYLAND

BY Patricia A. Rogers 12-9-96
OFFICE OF LAW DATE

Mailed to Secured Party

ANNE ARUNDEL COUNTY

BOOK 508 PAGE 240

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #221090 Dated 11/16/78

Record Reference Liber 394 Page 288-289

2. DEBTOR is:

Name: Anne Arundel County, Maryland (Last Name First)

Address: Arundel Center Annapolis, MD 21204

3. SECURED PARTY is:

Name: Union Trust Company of MD.

Address: P.O. Box 1077 Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

C.B. 000

RECORD FEE 10.00
POSTAGE .50
851719 CTT 001 7147-49
FEB 10 87

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND SIX FIVE STREETS BALTIMORE MARYLAND 21203

SECURED PARTY:

UNION TRUST COMPANY OF MD.

Date: August 8, 1986 By: Samuel E. Gordon, V.P. (Title)

010-1721-0007

RETURN TO : ~~Hecht, Cohen & Chapper~~
Hecht, Cohen & Chapper
1111 Fidelity Building
Charles & Lexington Streets
Baltimore, Maryland 21201

P

10 SC Mailed to Secured Party



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252778

RECORDED IN LIBER 475 FOLIO 171 ON MAY 10, 1984 (DATE)

1. DEBTOR

Name MAURICE R. RAWLINGS
Address 1110 RIVERBOAT CT, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 24 DEFENSE ST, SUITE B, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
051925 CTTI MI 114102
FEB 10 87

Dated JANUARY 14, 1987

Edith L. Connell
(Signature of Secured Party)

EDITH L. CONNELL
Type or Print Above Name on Above Line

167

Mailed to Secured Party

256100

AA Co.

BOOK 508 PAGE 242

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ferguson Corporation T/A THR-RIFT Inns, Ltd.

Address 12401 Jefferson Ave., Newport News, Virginia 23602

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Equipment Location: 2542 Riva Road, Annapolis, Maryland 21401

RECORD FEE 19.00
POSTAGE 50
451924 0777 001 114453
FEB 10 87
JB

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ferguson Corporation T/A
THR-RIFT Inns, Ltd.

Raymond Ovide
(Signature of Debtor)

Raymond Ovide Tres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

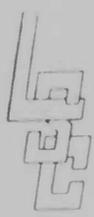
Larry F. Kimmel
(Signature of Secured Party)

Larry F. Kimmel Asst V.P.

Type or Print Above Signature on Above Line

145

Mailed to Secured Party



LEASING SERVICE CORPORATION (THE LESSOR)
A DIVISION OF CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
 1990 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018
 P.O. BOX 66, PREL PLAZA • ORANGEBURG, NEW YORK 10962
P.O. Box 1680, Glen Burnie, Md. 21061

Telephone: 212-421-3600
 Telephone: 415-654-8615
 Telephone: 404-458-9211
 Telephone: 312-298-5580
 Telephone: 914-359-8111

LEASE NO. _____
 BOOK **508** PAGE **243**

FULL LEGAL NAME AND ADDRESS OF "LESSEE"
Ferguson Corporation T/A
THR-RIFT Inns, Ltd.
12401 Jefferson Ave.
Newport News, Virginia 23602

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
Advanced Communication Systems, Inc.
3725 Independence Blvd. Suite 104
Virginia Beach, Virginia 23452

NAME AND TITLE OF PERSON TO CONTACT: _____

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 Mitell SX200 PBX Basic System with common control cards, quad receiver, generic 217, software attendant console, 5 standard line cards, 2 superset line cards, 3 CO trunk cards. S/N
	1 Model 9110-012-000-NA 2nd shelf
	15 Model 9110-010-000-NA 8 circuit cards
	1 Model 9110-016-000-NA quad receivers
	150 3625-AS-DW-909M Con-dial telephones
	12 3644-AS-DW-959S Con-dial telephones
1 Summafour call accounting system S/N 6981	

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)
 LOCATION OF EQUIPMENT: STREET ADDRESS **2542 Riva Road, Annapolis, Maryland 21401**
 COUNTY _____ STATE _____

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 1,751.21 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	36	\$ 63,043.56 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	36	\$ 1,751.21 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland
 DATE: JAN 8 1987

DATE EXECUTED BY LESSEE: _____
 LESSEE: Ferguson Corporation T/A THR-RIFT Inns, Inc
FULL LEGAL NAME

LEASING SERVICE CORPORATION
 BY: _____
VICE PRESIDENT

BY: [Signature]
AUTHORIZED SIGNATURE TITLE _____
 BY: [Signature]
AUTHORIZED SIGNATURE TITLE _____

LEASE COPY

Anne Arundel

508 245

FINANCING STATEMENT

206101

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 86,529.36. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment & Taxation.

5. Debtor(s) Name(s) Produce Galore, Inc. Address(es) 5430 Lynx Lane
Columbia, Maryland 21044
2522 Fort Meade Road
Laurel, Maryland 20810

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Attention: Denise Yeshnik Baltimore, Maryland 21201
Loan Documentation Asst.

RECORD FEE 11.00
POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Produce Galore, Inc.
By: Robert Kent Pendleton (Seal)
Robert Kent Pendleton, President

RECEIVED FEB 10 1987

(Seal) (Seal)

TB

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party

11.50

P

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tommie Shires
Address 1312 River Road Crownsville, Maryland 21032

2. SECURED PARTY

Name John Deere Industrial Equipment Company
Address 400 19th Street Moline, Illinois 61265

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Diesel Crawler Loader	152939		350B	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
MAY 15 1987
FEB 10 87
TB

Tommie Shires

John Deere Industrial Equipment Company

Tommie Shires
(Signature of Debtor)

(Signature of Secured Party)

TOMMIE SHIRES
Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

115
Mailed to Secured Party

266103

61710601

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name(s) (Last Name First)		2. Debtor(s) Complete Address(es)	Maturity date (if any)
F.P. Asher Jr. and Sons Inc.		1861 Crownsville Road Annapolis, Maryland 21401	
3. & 4. Secured Party(ies) and Complete Address(es)		5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840			
7. This financing statement covers the following types (or items) of property (Describe)			
New John Deere 450E Crawler Dozer Serial number T0450EC717824		RECORD FEE 11.00 POSTAGE .50 MD. REG. CHG. 115.12 FEB 10 87	TB
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.			
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County: Other _____	
9. Transaction is () is not (x) (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 24,490.00			
10. This statement to be returned after recordation to Secured Party, shown above, or to			
Signature(s) of Debtor(s)			
F.P. Asher Jr. and Sons Inc.			
<i>Harry R. Smith</i>			
Harry R. Smith, President			
Signature(s) of Secured Party(ies) or Assignee(s)			
<i>Patricia Fowler</i>			
Patricia Fowler			
<i>Asst. Vice President</i>			
Asst. Vice President			
NOTE—Type or Print Names Clearly Below Signatures.			
FILING OFFICER COPY			
Printed in U. S. A.			

Mailed to Secured Party

11/5



BOOK 508 PAGE 248

266194

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Lease Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): LAWN-PRO, INC.
11512 Schuvikill Road
Rockville, Maryland 20852

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

RECORDED 11.00
POSTAGE .50
REGISTERED MAIL 7.50
FEB 10 87

ASSIGNEE OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

MB

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

() If checked, see Equipment Schedule attached hereto and made a part hereof.

TELCOA TELEPHONE SYSTEM AS FOLLOWS:

- 1 KSU
- 1 A.C. Line Surge Protector
- 4 Station Cards (4/per card)
- 4 C.O. Line Cards (2/per card)
- 14 Phoenix 1232 Telephones
- 1 Conference Card
- 22 Single Line Desk Phones
- 1 Melco Observation Unit
- 1 Single Line Phone (For Melco)
- 1 Power Supply (For Melco)

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

EQUIPMENT TO BE LOCATED: 2121 Baldwin Ave., Crofton, Md. 21114

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):

LAWN-PRO, INC.

BY:

Ray Gill
RAY GILL JR, V.P.

PRINT NAME & TITLE

LESSOR (SECURED PARTY):

BUTLER AND COMPANY, INC.

BY:

Deborah Stran Scherr
DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 505
Ellicott City, MD 21043-0505

204
D-05-1

11-50
Mailed to Secured Party



BOOK 508 PAGE 240 Financing Statement

206175

RE: Forsythia Court Apartments, Phase II

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
1. Debtors)	City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd.; Glen Burnie, MD 21061
and	2040 S. Hamilton Rd.; Columbus, OH 43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORDED FEE 13.00
POSTAGE .50
FEB 14 11 54 AM 1994
FEB 30 1997

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference, and all of the property of the Debtor described on Schedule B attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

	Debtor(s) or Assignor(s)
Secured Party: SOVRAN BANK/MARYLAND	CARDINAL INDUSTRIES, INC.
By: <u>Dennis L. Stough</u>	BY: <u>Joseph V. Collins</u>
Type Name <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Vice-President/Mortgage Co.</u>
	_____ Type or Print Name and Title of Each Signature

Mailed to Secured Party

1350

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

508 250

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

Schedule B

Finished building unit components consisting of 76 units:

- (52) One-bedrooms- S/N 1343-1346, 1348-1351, 1354-1356, 1358-1361, 1364-1367, 1369-1372, 1374-1377, 1389-1392, 1394-1397, 1399-1402, 1404-1407, 1409-1413, 1415-1418.
- (13) Studios- S/N 1347, 1352, 1357, 1362, 1368, 1373, 1378, 1382, 1385, 1388, 1393, 1398, 1403.
- (2) One-bedroom barrier-free- S/N 1353, 1414.
- (5) Two-bedroom Master Suite Plus- S/N 1363, 1383, 1384, 1386, 1387.
- (1) Two-bedroom Master Suite Plus barrier-free- S/N 1408.
- (3) Two-bedroom- S/N 1379, 1380, 1381.

A unit consists of from one to three 12' x 24' prefabricated building modules.

Debtor or Assignor Form

FINANCING STATEMENT

266106

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Chesapeake Paints, Inc.

902-904 West Street
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .30
NOTARY COMMISSION 7.75-9.3

FEB 10 87
TB

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts receivable, inventory, equipment and leasehold improvements now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts receivable, inventory, equipment and leasehold improvements.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Chesapeake Paints, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *H. Curtis Dye* President

BY: *Luan A. Baker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

TO BE RECORDED AMONG: THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND and THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

2861/17

- 1. NAME OF DEBTOR: MARVIN J. STURSA
Address: 21 Boone Trail
Severna Park, Maryland 21146
- 2. NAME OF SECURED PARTY: PROVIDENT BANK OF MARYLAND
Address: 114 East Lexington Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property.

A. The interest of the Debtor in all inventory, equipment, accounts and general intangibles, including without limitation, agreements, books and records pertaining to the Property hereinafter mentioned, and all substitutions, replacements, additions, accessions, parts, packaging and instruments relating thereto, and the proceeds generated therefrom (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or a portion of the improvements on the premises hereinafter described) used or usable in connection with the Property (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust, Assignment of Rents and Security Agreement dated January 17, 1987, from Debtor to Michael E. Williams and John J. Neubauer, Jr., Trustees, said Property being located in Anne Arundel County, Maryland, and being more particularly described in Exhibit A attached hereto and made a part hereof.

B. All accounts receivable in respect of any and all leases executed by the Debtor with respect to any part or parcel of the Property described in Exhibit A attached and the improvements thereon, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

C. Proceeds of all collateral are covered.

DEBTOR:

Marvin J. Stursa
Marvin J. Stursa

NOT SUBJECT TO RECORDATION TAX

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

REGISTRATION FEE 11.00
POSTAGE .50
RECORDING FEE 11.00
FEB 10 87
TB

Mailed to Secured Party

ET

EXHIBIT A

BEGINNING FOR THE SAME at a point on Dorsey Road, 100 feet East of the Southeast corner of the intersection of Dorsey Road and Wirth Road, as shown on a plat prepared by Shives and Wimmer, Inc., Glen Burnie, Maryland, dated January, 1965, and entitled as being a "part of Lot 3" and a "part of Lot 4", as shown on the Plat of Glenbrook, filed among the Land Records of Anne Arundel County, Maryland, in Plat Book No. 11, folio 16; thence from the point of beginning so fixed binding on the south side of Dorsey road, North 87 degrees 00 minutes East, 200.00 feet; and thence at a right angle, binding the property on the eastern side, South .03 degrees 00 minutes East, 253.0 feet; thence at a right angle, binding the property on the southern side South 87 degrees 00 West, 200.0 feet; thence at a right angle, binding the property on the western side, North 03 degrees 00 minutes West 253 feet to the point of beginning. Containing 50,600 square feet of land, more or less, within the bounds of this description and with brick building located on the parcel described as "part of Lot 3" above, said improvements known as No. 1223 Dorsey Road; formerly known as No. 561 Dorsey Road.

BOOK 508 PAGE 255 266103

RECORD FEE 12.00

POSTAGE

50
52022 0345 RM 117100
FEB 10 87

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas Bowles, Jr., Electrical Contractor
Address 4444 Old Solomons Island Road, Harwood, MD 20776

2. SECURED PARTY

Name John Deere Company
Address P. O. Box 65090
West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 316 Lawn & Garden Tractor
S/N 1MCC 346 X 366106
w/45" mid mower
w/54" front blade
w/rear weights

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

THOMAS E BOWLES JR - ELECT CO.
(Signature of Debtor)

Thomas Bowles Jr., Electrical Contractor
Type or Print Above Name on Above Line

Thomas E Bowles Jr.
(Signature of Debtor)

Thomas Bowles, Jr.
Type or Print Above Signature on Above Line

Ronald T Williams
(Signature of Secured Party)

Ronald T Williams, Administrator

Type or Print Above Signature on Above Line

Mailed to Secured Party

COPY FOR FILING OFFICER

BOOK 508 PAGE 256

A.A. COUNTY FINANCING STATEMENT

~~Continuation~~ Termination ~~Assignment~~ ~~Partial Release~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement
Liber 395 Folio 565 File No. 221782
Date of Financing Statement Dec. 02. 1978

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Park Pizza, Inc. ~~XXXX~~ 7938 Crain Hwy., East Park Shopping Center
Glen Burnie, Maryland 21061
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND (f/k/a Suburban Trust Company)

CHECK THE LINES WHICH APPLY

- 3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
REC-23 6771 101 117/06
FEB 10 87

D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: DEC, 02, 1986 19
By: Don S. Gardiner
Type Name Don S. Gardiner
Title Assit. Vice president / Commercial

10

Mailed to Secured Party

BOOK 508 PAGE 257

266110

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 11.00
POSTAGE .50
FEB 29 11:09 AM '87

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Fick, Franklin, Rich Thomas Box 157, Christiansburg, VA 22620	2. Secured Party(ies) and Address(es) Security Ford Tractor, Inc. 3828 Washington Blvd. Baltimore, MD 21227
---	--

FEB 10 87
AB

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

FORD 1210 TRACTOR w/916A Motor
Serial #4C07157

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

FRANKLIN M. FICK, JR. Thomas D. Fick (SIGNATURE OF DEBTOR)	SECURITY FORD TRACTOR, INC. (NAME OF SECURED PARTY)
Thomas D. Fick (SIGNATURE OF DEBTOR)	BY: Lisa Malone

Mailed to Secured Party

800- 508 258

266111

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Branham Contractors Inc 8133 Hog Neck Road Pasadena, Maryland 21122	2. Secured Party(ies) and Address(es) Security Ford Tractor, Inc. 3828 Washington Blvd. Baltimore, MD 21227
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
New Ford 555AXL Tractor-Loader-Backhoe, Serial #C740201

RECORD FEE 11.00
POSTAGE .50
RECORDED FEB 10 1987

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.

13

Filed with:

[Signature]
(SIGNATURE OF DEBTOR)

Security Ford Tractor, Inc.

(NAME OF SECURED PARTY)

BY:

[Signature]

(SIGNATURE OF DEBTOR)

Mailed to Secured Party

150

BOOK 508 PAGE 259
266112

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Polyanster, Thomas P Box 311 Crownsville, MD 21032	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT PO Box 637 MECHANICSVILLE, VA 23111
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

New Holland L785 Loader # 704350

REGISTRATION FEE 11.00
POSTAGE .35
452031 0717 101 117.09

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

FEB 10 87
POSTAGE .45
452031 0717 101 117.09
FEB 10 87

Tom Polyanster
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: Lisa Anselmi
AS AGENT

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 84

PRINTED IN U.S.A.

Mailed to Secured Party

1150

508 FEB 26 1987

266113

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) S.C. County - Fairfax 770 D.J. ... Arling, MD 21012	2. Secured Party(ies) and Address(es) Ford Motor Credit P. O. Box 637 Mechanicsville, VA 23111
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

New Holland L555 Deluxe Loader # 709105
Grader 1110 Grader # 2102107

RECORD FEE 11.00
POSTAGE .50
452033 6777 R01 117:10
FEB 10 87

TB

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

[Signature]
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT

(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY *[Signature]*
As Agent

Mailed to Secured Party

1150

508 261

266117

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Nowotny, Robert 3206 Dairy Farm Rd Gambrell, MD 21054	2. Secured Party(ies) and Address(es) First National Credit PO Box 637 Mechesville, VA 23114
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

555 New Holland Loan Serial # 633709

RECORD FEE 11.00
POSTAGE .50
RECORDED BY TTT 10 FEB 10 87

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Robert Nowotny
(SIGNATURE OF DEBTOR)

First National Credit
(NAME OF SECURED PARTY)

BY: *Virginia Wald*

Mailed to Secured Party

11-30

STATE OF MARYLAND

BOOK 508 PAGE 262

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231890

RECORDED IN LIBER 423 FOLIO 564 ON 3/31/80 (DATE)

1. DEBTOR

Name The Campbell Distributing Co.

Address Rear 1127 West Street & Russell Avenue, Annapolis, MD 21037

2. SECURED PARTY

Name G. Heileman Brewing Company, Inc. (and its wholly owned subsidiaries)

Address 100 Harborview Plaza, La Crosse, WI 54601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
FEB 19 1987 11:12
FEB 19 87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> AMENDMENT (Indicate whether amendment, termination, etc.)</p>
<p>Change Debtor's address to: 90 Russell Ave Annapolis, MD 21401</p>	



Mailed to Secured Party

REC-1 A 9:59

Dated November 11, 1986

Carolyn M. Kukus
(Signature of Secured Party)

Carolyn M. Kukus, Credit Assistant
Type or Print Above Name on Above Line
G. Heileman Brewing Company, Inc.

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247912

RECORDED IN LIBER 463 PAGE 211 FOLIO 211 ON 6-28-83 (DATE)

1. DEBTOR

Name AMANDA'S PIZZA, INC., 3020 Mountain Rd., Pasadena, MD, 21122

Address _____

2. SECURED PARTY

Name MARIAN WOLFE

Address 7796 Central Avenue, High Point, Route 6, Pasadena, MD 21122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

termination

RECORD FEE 10.00
POSTAGE .50
652046 2377 R01 117.30
FEB 10 87

Mailed to Secured Party

Dated 12-18-86

Marian Wolfe
(Signature of Secured Party)

Marian Wolfe
Type or Print Above Name on Above Line

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247912

RECORDED IN LIBER 463 ^{PAGE} ~~211~~ _{FOLIO} 211 ON 6-28-83 (DATE)

1. DEBTOR

Name AMANDA'S PIZZA, INC., 3020 Mountain Rd., Pasadena, MD, 21122

Address _____

2. SECURED PARTY

Name MARIAN WOLFE

Address 7796 Central Avenue, High Point, Route 6, Pasadena, MD 21122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p>

Mailed to Secured Party

Dated 12-18-86

Marian Wolfe
(Signature of Secured Party)

Marian Wolfe
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Anne Arundel City, MD

Identifying File No.

BOOK 508 PAGE 265

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

266115

1. DEBTOR

Name SKINNER, LOGSDON CONSTRUCTION & EQUIPMENT, INC.

Address 8226-B Telegraph road, Odenton, Maryland 21113

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main Street

Elkridge, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

REGISTRATION FEE 11.00
POSTAGE .50
RECEIVED CITY AND COUNTY CLERK
FEB 10 1987

TO

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Ingersoll-Rand Model SP48 Vibratory Compactor S/N#5785 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee
INGERSOLL-RAND FINANCIAL CORPORATION
210 Goddard Blvd.
King of Prussia, Pennsylvania 19406

EQUIPMENT TO BE LOCATED AT: 1425 W. Ostend St., Baltimore, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SKINNER, LOGSDON CONSTRUCTION & EQUIPMENT, INC.

[Signature]
President
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

[Signature]
(Signature of Secured Party)

Bradley W. Berger, Office Manager
Type or Print Above Signature on Above Line

Mailed to Secured Party

206116

508 WCL 268

FINANCING STATEMENT

Identifying File No. _____

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records, put X here: _____

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S):

Name Frederic F. Case and Arthur W. Edwards

Address 410 Severn Avenue, Annapolis, Maryland 21403

2. SECURED PARTY:

Name Second National Building & Loan, Inc.

Address P. O. Box 2558, Salisbury, Maryland 21801

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Promissory note dated December 17, 1984 in the original principal amount of \$97,200.00 from Leatrice Dembo to Arthur W. Edwards and Frederic F. Case and guaranty thereof dated December 17, 1984 by Donald H. Dembo and all moneys due or to become due thereunder and all cash and non-cash proceeds thereof.

RECORD FEE 14.00
POSTAGE .50

6707 6771 ML 117:39

88 10 87

CHECK (X) THE LINES WHICH APPLY

5. _____ (If collateral is crops) The above described crops are growing or are to be grown on:

_____ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:

X (Proceeds of collateral are also covered)

_____ (Products of collateral are also covered)

Debtor(s):
Frederic F. Case

Secured Party: Mailed to Secured Party

By: James W. Jeffcoat, his Attorney-in-fact
Arthur W. Edwards

By: James W. Jeffcoat, his Attorney-in-fact

add

1470



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gourmet Pizza Shop Inc.
Address 8009 D Jumpers Hole Rd., Pasadena, Md 21122

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One(1) P660-1A Mixer Annapolis - # 087388
- One(1) VS9-13 Veg.Slicer
- One(1) 5/16" Sh.
- One(1) Shg.12

RECORD FEE 11.00
GROSS CHARGE 117.44
FEB 10 87

TB

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Alice J. Higley Attorney in Fact
(Signature of Debtor)
Gourmet Pizza Shop Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)
[Signature]
Type or Print Above Signature on Above Line

266113 508 268

BJ 2501 YJ26

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
FEB 10 1987
TIB

1. Debtor(s) (Last Name First) address(es)
Cerverizzo, Vincent & Baerbel S.
4313 Owensbrooke Ct.
West River, Md 20778

2. Secured Party(ies) and Address(es)
Ford Motor Credit Company
2401 Research Blvd.
Rockville, Maryland 20850

For filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 New Ford YT-16 Lawn Tractor Serial # 4C03837
w/Mower Serial # 4C08615

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor

Filed with: Clerk of the Court

Vincent Cerverizzo

x *Vincent Cerverizzo*
Vincent Cerverizzo (SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

x *Baerbel S. Cerverizzo*
Baerbel S. Cerverizzo (SIGNATURE OF DEBTOR)

W. Royce Howsare, Assistant Branch Manager

1250
Mailed to Secured Party

508-269
266119

BJ 2501 FML1

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) GRASS ROOTS INC 501 CENTRAL AVE DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

N - FORD 4WD 1910 TRACTOR SERIAL # UP10167
 N - FORD 702B-3 7' LIFT ANGLE FRONT BLADE SERIAL # 50167
 N - SWEEPSTER BROOM HYD ANGLE BROOM

Check if covered: Proceeds of collateral covered Products of collateral covered

RECORDING FEE 12.00
POSTAGE .50
CITY AND STATE TAX 117.47
FEB 10 87

4. This transaction is exempt from the Recording Tax.
Conditional Sales from Gateway Ford Tractor

TB

Filed with:

Clerk of the Court

Grass Roots Inc.
Grass Roots Inc.
(SIGNATURE OF DEBTOR)
*By *David B. Cook Pres*
(SIGNATURE OF DEBTOR)

by: David B. Cook (president)

Ford Motor Credit Company
(NAME OF SECURED PARTY)
BY *David B. Cook*
W. Royce Howsare
Assistant Branch Manager

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 64

PRINTED IN U.S.A.

1250

Mailed to Secured Party

BOOK 508 PAGE 270
206133

BJ 2501 FTP5

BJ 2501 FTP8

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Groff, Larry E. & Doris R. 1644 Eton Way Crofton, MD 21114	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

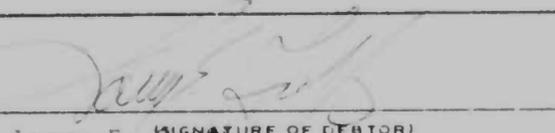
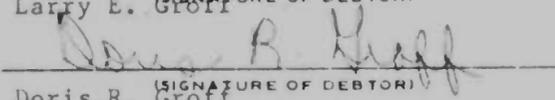
RECORD FEE 12.00
POSTAGE .50
RECORD OFFICE #01 117448
FEB 19 87
TB

3. This Financing Statement covers the following types (or items) of personal property:
1 1984 Ford 7710 Tractor, Serial #C715529.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional sales from Gateway Ford Tractor

Filed with:
Clerk of the Court


Larry E. Groff (SIGNATURE OF DEBTOR)

Doris R. Groff (SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)
BY: 
W. Royce Howsare, Assistant Branch Manager

1250

Mailed to Secured Party



266131

BOOK 508 PAGE 271

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Lease Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): CHARLES C. BOWIE, P.A.
7 Willow Street
Annapolis, Maryland 21401

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

ASSIGNEE OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

RECORDING FEE 11.00
POSTAGE .50
M202Z CTTT 101 117149
FEB 10 87
TB

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 Tel Plus 816 Electronic Key Telephone System equipped as follows:
 - 1 Key Service Unit wired & equipped for 8 lines and 16 stations
 - 1 816 Feature Package Program Cartridge
 - 7 Electronic Key Telephone (DSS & Speakerphone Standard)

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.
EQUIPMENT TO BE LOCATED: 2083 West Street, #5B, Annapolis, Md. 21401

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):
CHARLES C. BOWIE, P.A.
BY: [Signature]
Charles C. Bowie
PRINT NAME & TITLE President

LESSOR (SECURED PARTY):
BUTLER AND COMPANY, INC.
BY: [Signature]
DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 505
Ellicott City, MD 21043-0505

Mailed to Secured Party

204
D-05-1

11.30

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

DATE: January 7, 1987

800: 508 P# 272

(XX) Not Subject to Recordation Tax

206122

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): KCL Sales, Inc.

ADDRESS: P.O. Box 820
Arnold, MD 21012

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE 2.00
632073 5771 001 717:49

FEB 10 87

TB

Mailed to Secured Party

DEBTOR(S):
KCL Sales, Inc.
by: C. Elizabeth Loh
C. Elizabeth Loh, President

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

17.50

Rec/ Anne Arundel City

STATE OF MARYLAND

BOOK 508 PAGE 273

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sound Odyssey, Inc. t/a
Sound Odyssey of Maryland, Inc.
Address 6935 Airport Highway Lane
Pennsauken, NJ 08109

2. SECURED PARTY

Name Bucks County Bank and Trust Company
Address 7th and Chestnut Streets
Perkasie, PA 18944

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED FEE 12.00
POSTAGE .50
452075 CTTT RM 117-51
FEB 10 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Debtor grants Secured Party a security interest in all of Debtor's now owned and hereafter acquired accounts, accounts receivable, contract rights, chattel paper, documents, instruments, general intangibles, inventory, ~~equipment, machinery, fixtures, and other tangible personal property~~ and all cash and non-cash proceeds (including insurance proceeds) of all of the foregoing property.

Name and address of Assuree

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

BY: Alan B...
(Signature of Debtor)
Sound Odyssey, Inc. t/a
Sound Odyssey of Maryland, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

Mailed to Secured Party

12-50

FINANCING STATEMENT FORM US 7-74

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul E. O'Neil Judith O'Neil

Address 2660 Woodley Road, Washington, DC 20008

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
POSTAGE .50
32076 C777 RM 117152
FEB 10 87

4. This financing statement covers the following types (or items) of property: (list)

Used 86' Chris Craft, Model 410, LOA 41', fiberglass Hull S# CCNDK358D586, gas engine, 86' Mercruiser, T/340, Engine S# OA430016 - OA413556

Kept: Shady Side, MD

ASSIGNEE
Society For Savings
1290 Silas Deane Hwy
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee
Mailed to Secured Party

Paul E. O'Neil
(Signature of Debtor)
Type or Print Above Name on Above Line

Judith O'Neil
(Signature of Debtor)
Type or Print Above Signature on Above Line

First Commercial Corporation
(Signature of Secured Party)
Type or Print Above Signature on Above Line

1050

Ann Amundell
4/8/87

STATE OF MARYLAND

Anne Arundel City MD

FINANCING STATEMENT FORM UCC-1

Identifying File No.

508 PAGE 275

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

206125

1. DEBTOR

Name Gardiner & Gardiner, Inc.

Address 2111 Baldwin Avenue, Crofton, MD 21114

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand P175WD air compressor s/n 155291 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee

Ingersoll-Rand Financial Corp. 210 Goddard Blvd. King of Prussia, PA 19406

RECORD FEE 11.00 POSTAGE .50 #50880 CITY ROL 117:55 FEB 10 87

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gardiner & Gardiner, Inc.

(Signature of Debtor)

SEE ATTACHED FOR SIGNATURE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ingersoll-Rand Company

(Signature of Secured Party)

SEE ATTACHED FOR SIGNATURE

Type or Print Above Signature on Above Line

Mailed to Assignee

TB

11-50

206126

BOOK 508 PAGE 276

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of _____
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 650,000.00 in connection with the filing of said Deed of Trust described below in the Land Records of Carroll County, Maryland

5 Debtor(s) Name(s) _____ Address(es) _____
 Route 26 Management Company 539 Devonshire Court
 Severna Park, Maryland 21146
 Frank E. Dimick

RECORD FEE 15.00
POSTAGE .50

6 Secured Party _____ Address Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK 10 Light Street
 Attention Charles S. Fitzgerald Fifth Floor
 Baltimore, Maryland 21202

RECORD CITY ROI 118:03
FEB 10 87

TB

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated _____, 19____ from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Carroll County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

As used herein, Leases shall not include the underlying ground lease dated June 2, 1986, by and between Frank E. Dimick and Route 26 Management Company.

Debtor(s) _____ Secured Party
 Route 26 Management Company MARYLAND NATIONAL BANK
 BY: Clair F. Simpson (SEAL) BY: Charles S. Fitzgerald (SEAL)
Frank E. Dimick (SEAL) Charles S. Fitzgerald
 Vice President
 Type name and title

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

MS3-8-ED-1-85

1150

Mailed to Secured Party

EXHIBIT "A"

BEGINNING for the same at a point on the northern right-of-way line of Maryland State Route No. 26 (Liberty Road) as shown and laid out on the State Roads Commission of Maryland Right-of-Way Plat No. 13104, said beginning point also being at the beginning point as described in a conveyance from Ralph E. Deitz, Daniel S. Dulany, Aquin P. Feeney, John F. Feezer, Jr., Donald C. Milligan and John E. McGinnis, co-partners trading as Liberty Ridge Partnership to Slacks Acres, Inc., by Deed dated July 21, 1977 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 672, Folio 136, said beginning point also being at the end of the first (1st) or South 24 degrees 36 minutes 10 seconds West, 635.37 foot line as described in a conveyance from Roby F. Barnes, Sr., to Herman Reznick by Deed dated October 8, 1970 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 476, Folio 288, said beginning point also being at the beginning of the Seventeenth (17th) or North 13 degrees 40 minutes 24 seconds East, 634.19 foot line as described in a conveyance from Herman Linton, Albert Aed and Patricia Ann Gerhand to Ralph E. Deitz, Daniel S. Dulaney, Aquin P. Feeney, John F. Feezer, Jr., Donald C. Milligan and John E. McGinnis, co-partners trading as Liberty Ridge Partnership by Deed dated February 4, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 615, Folio 349; thence leaving the place of beginning and also leaving the northernmost right-of-way line of said Maryland State Route No. 26 (Liberty Road) and running with and binding on the First (1st) or North 13 degrees 40 minutes 24 seconds East, 200.71 foot line as described in said conveyance to Slacks Acres Inc., also running with and binding on a part of the Seventeenth (17th) line as described in said conveyance to Liberty Ridge Partnership and also running reversely with and binding on a part of the first (1st) line as described in said conveyance to Herman Reznick and Aaron Reznick, bearings herein being referred to Grid North as established by the State of Maryland, Bureau of Control surveys, viz; (1) North 13 degrees 40 minutes 24 seconds East, 220.78 feet to a point; thence leaving the outline as described in said conveyance to Herman Reznick and Aaron Reznick also leaving the outline as described in said conveyance to Liberty Ridge Partnership of which the land now being described is a part, thence; (2) South 71 degrees 31 minutes 08 seconds East, 228.50 feet to a point; thence. (3) South 18 degrees 28 minutes 51 seconds West, 20.00 feet to a point at the end of the sixth or North 18 degrees 28 minutes 51 seconds East, 175.00 foot line as described in a conveyance from Ralph E. Deitz, Daniel S. Dulany, Aquin P. Feeney, Jr., Donald C. Milligan and John E. McGinnis, co-partners trading as Liberty Ridge Partnership to Tri-Road, Inc., by Deed dated July 21, 1977 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 672, folio 139; thence running reversely with and binding on the Sixth (6th) and Fifth (5th) lines as described in said conveyance to Tri-Road, Inc., viz; (4) South 18 degrees 28 minutes 51 seconds West, 175.00 feet to a point; thence, (5) South 07 degrees 10 minutes 15 seconds West, 25.50 feet to a point on the aforementioned northern right-of-way line of Maryland State Route No. 26 (Liberty Road), said point also being on the sixteenth (16th) or North 71 degrees 31 minutes 09 seconds West, 367.98 foot line as described in the aforementioned conveyance to Liberty Ridge Partnership at a distance of 215.00 feet measured reversely along said line from the end thereof; thence running with and binding on a part of said sixteenth (16th) line as described in said conveyance to Liberty Ridge Partnership and also running with and binding on the said northern right-of-way line of Maryland State Route No. 26 (Liberty Road), viz; (6) North 71 degrees 31 minutes 08 seconds West, 215.00 feet to the place of beginning. Containing 48,298 square feet or 1.1087 acres of land, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining; AND ESPECIALLY TOGETHER WITH the right and privilege of the use in common with others of a 20-foot-wide Right-of Way for utility lines above and below ground from Oklahoma Road, and which said Right-of-Way, according to a Certificate of Survey of Kidde Consultants, Inc., dated July 11, 1985, is described as follows, that is to say:--

BEGINNING for the same at a point on the northwestern Right-of-Way line of Oklahoma Road as shown and laid out on State Highway Administration Right-of-Way Plat No. 13104, said beginning point also being at the beginning point as described in a conveyance from Ralph E. Deitz, Daniel S. Dulany, Aquin P. Feeney, John F. Feezer, Jr., Donald C. Milligan and John E. McGinnis, co-partners trading as Liberty Ridge Partnership to Tri-Road, Inc., by Deed dated July 21, 1977 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 672, folio 139, said beginning point also being on the Thirteenth or South 41 degrees 48 minutes 51 seconds West, 104.57 foot line as described in a conveyance from Herman Linton, Albert Aed, and Patricia A. Gerhand to Ralph E. Deitz, Daniel S. Dulany, Aquin P. Feeney, John F. Feezer, Jr., Donald C. Milligan, and John E. McGinnis, co-partners trading as Liberty Ridge Partnership by Deed dated February 4, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 615, folio 349; thence leaving the said northwestern Right-of-Way line of Oklahoma Road and also leaving the outline as described in said conveyance to Liberty Ridge Partnership and running reversely with and binding on the Seventh or South 71 degrees 31 minutes 09 seconds East, 259.73 foot line as described in said conveyance to Tri-Road, Inc., bearings herein being referred to Grid North as established by the State of Maryland, Bureau of Control Surveys, viz (1) North 71 degrees 31 minutes 08 seconds West, 259.60 feet to a point; thence leaving the outline as described in said conveyance to Tri-Road, Inc., and running through the lands as described in the aforesaid conveyance to Liberty Ridge Partnership the Two following courses, viz (2) North 18 degrees 28 minutes 51 seconds East, 20.00 feet to a point; thence (3) South 71 degrees 31 minutes 08 seconds East, 268.32 feet to a point on the aforementioned Northwestern Right-of-Way line of Oklahoma Road; thence with said Northwestern Right-of-Way line of Oklahoma road, viz, (4) South 42 degrees 01 minutes 54 seconds West, 21.82 feet to the place of beginning.

THIS PROPERTY is subject to a first mortgage made by Frank E. Dimick to Slacks Acres, Inc., dated July 19, 1985 and recorded among the Land Records of Carroll County in Liber 911, folio 8, made to secure the principal sum of \$147,200.00.

SCHEDULE A

QTY	MODEL	DESCRIPTION	SERIAL #	COST
(1)		30444B 68 Upgrade HP 3000 68ECT070		
(1)		opt500 4MB Main Memory	0345700250	
(1)		2334A HP Multimux	2614A00221	
(4)		opt1023 4 Port modem cards		
(1)		opt100 initial configuration		
(7)		40221A host cable		
(1)		opt x.25 manual		
(1)		45851A HP 150 II Base Sy	2621A37015	
(1)		9123d Dual Disc Drive	2536A22882	

Including all accessions, accessories and attachments thereto.

BOOK 508 PAGE 281

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061	2 Secured Party(ies) and address(es) AmSave Credit Corporation 1370 Avenue of the Americas New York, New York 10019	3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED FEE 10.00 POSTAGE .50 452112 0717 R01 118:49 FEB 10 87
---	--	--

4 This statement refers to original Financing Statement bearing File No. 248472
 Filed with Anne Arundel County, MD Date Filed August 5 19 83

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. One (1) Curioni Box Machine 50" x 120" Flexo, S/N 037/310/86 complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

Assign To: P.C. Leasing Corporation, 630 Third Avenue, New York, NY 10017

By: _____
 Signature(s) at Debtor(s) (necessary only if Item 8 is applicable).

By: P. Platt SVP
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Office Code: 1050

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

206127
505 MAR 28 2

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Primedical, Inc.

(Name or Names)

2661 Riva Road Annapolis, Maryland 21401

(Address)

RECORD FEE 13.00

POSTAGE .50

LESSEE _____

(Name or Names)

(Address)

NOTARY PUBLIC NO. 218154

FEB 10 87

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.

Of LESSOR

(Name or Names)

P. O. Box 116 Baltimore, Maryland 21203

(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

Equip. Locations: 12823 Outlet Drive, Silver Spring, Maryland 20901
11201 Lockwood Drive, Silver Spring, Md. 20904
8055 Ritchie Highway, Pasadena, Maryland 21122
2661 Riva Road, Annapolis, Maryland 21401

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

Primedical, Inc.

By: Don Buntz

Don Buntz

(Type or print name of person signing)

By: _____

(Title)

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connolly

Brian G. Connolly

(Type or print name of person signing)

Return to: Baltimore Federal Financial, F.S.A.

P. O. Box 116

Baltimore, MD 21203

Attn: Nancy Gaynor

1350

Mailed to Assignee

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. 3004
 dated December 3, 1986

<u>Quantity</u>	<u>Description</u>
1	Model # CS8179 X-ray System
1	Model # RG11 Processor
1	Model # 125 Film Bin
1	Model # EKP I.D. Printer
1	Model # 60946 Apron .5mm
1	Model # 69300 Gloves .5mm
1	Model # 548 Glove Rack
1	Model # 13314-0 Stool w/Handle
1	Model # PPMO DERM Lamp
1	Model # 188 Spot Illum.
1	Model # CS-101 Single Illum.
1	Model # CS-102 Double Illum.
1	Model # 250 BP Unit-Stand
3	Model # 820 BP Unit - Wall
1	Model # 131500 Incubator
4	Model # 33100 Mayo Stand
1	Model # 35700 I.V. Stand
1	Model # 487121 Kick Bucket
1	Model # 487141 Kick Bucket Frame
1	Model # 101535 EKG Unit
1	Model # 16102 Surgical Light
1	Model # 439 Patient Scale
1	Model # 1000 Stretcher
2	Model # 113 3" Stretcher Pads
1	Model # 1200 Stretcher - TBLEB
2	Model # 124 Fowler Attchmt.
2	Model # 130 Armrest Pads
2	Model # 171 Stretcher Brakes
1	Model # 3007 Narcotic Safe
2	Model # 4K735 Exam Tables
1	Model # 30292450 EKG Stand
1	Model # 5013 Portable Oxygen Unit
1	Model # 5260 Ambu Bag
4	Model # 1110 Exam Stools
1	Model # 311 Cart (3 DHF)
1	Model # 50500 Papoose Board
2	Model OCM Sterilizer
1	Model #5711-130 Aspirator
1	Model # 5M202 Wheelchair
2	Model # M3205B Microscope
4	Model # 11610 Ophthalmoscope
4	Model # 25020 Otoscope
1	Model # 60300 Laryngoscope HDL
1	Model # 68471 Laryngoscope #1BLD
1	Model #69472 Laryngoscope # 2BLD
1	Model # 69483 Laryngoscope # 3BLD
4	Model # 74710 Wall Transf.
1	Model # 92350 Audioscope

SCHEDULE A (con't.)

500 508 PAGE 284

<u>Quantity</u>	<u>Description</u>
1	Model # 1200MC Copier
1	Copier STD.
1	Model # 342150GR Book Case
2	Model # VSP-6 Coat Hanger Units
1	Model # 346-L-FLHF Lat. File (4 Dwr)
8	Model # 40/4 Stacking Chairs
1	Model # 376-60-F-CDL-1 Exec. Desk
2	Model # 5778-2 Guest Chairs
1	Model # 5720-2M Desk Chair
1	Model 8180 36" Table
3	Model # PQ618 Shelving Units - 36"
1	Model # 5707-2M Secretary Chair
1	Model # 2672-BK High Stool
1	Model # 1-620-3 3 Seat Sofa
5	Model # 1-620-1 5 Chairs (WTG)
2	Model # 1-466 End Tables
1	Model # 376-60-006-1 Secretary Desk
2	Model # 872-S Storage Cabinets
1	Model # 8080 Storage Cabinet
	Telephone System, Comidale 616
	Music System, Panasonic
	Alarm System, Z1100R
	Medical Records Shving.
	Typewriter SAT III
	PFT Systems, Diagnostic Systems
2	Multispiro - PC
1	Model 1200MC Copier
1	Copier Stand
1	Model # SAT III Typewriter, Rudolph
1	Model # 35700 IV Stand
1	Model # 16102 Surgical Light
1	Model # 487121 Kick Bucket
1	Model # 487141 Kick Bucket Frame
4	Model # 11610 Otoscope
4	Model # 25020 Ophthalmoscope
4	Model # 74710 Wall Transf.
4	Model # 8725 Storage Cabs
1	Model # 8180 Table 36"
4	Model # 40/4 Chairs
4	Model # 5707-2M Secretary Chairs

Approved and agreed to this 3rd day of December, 198 6Lessee: Primedical, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.By: [Signature] By: [Signature]Equip. Location: Briggs Chaney Plaza, 13823 Outlet Drive, Silver Spring, Maryland 20901
White Oak Professional Park, 11201 Lockwood Drive, Silver Spring, Md. 20904
Patriots Plaza, 8055 Ritchie Highway, Pasadena, Maryland 21122
Primedical, Inc., 2661 Riva Road, Annapolis, Maryland 21401

BOOK 508 PAGE 285
206123

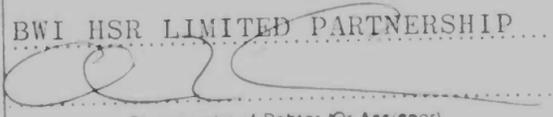
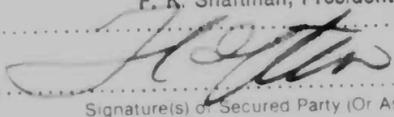
4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility 4497	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es): BWI HSR LIMITED PARTNERSHIP DBA: Embassy Suites Baltimore/Wash Airport 1300 Concourse Drive Baltimore, MD 21090	2 Secured Party(ies) and address(es): UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	3 File Filing Office, Date, Time, Chamber, and Fee: 482113 5777 RO1 11:55 FEB 10 87 TB

7 This financing statement covers the following types (or items) of property:

Private telephone communication equipment located at the address of the Debtor—including PABX switching systems, consoles, telephones, MDF, power supply, trunks, cable and all communication equipment described in Schedule A of a certain agreement between the parties hereto, wherein secured party is granted a security interest.

(Not subject to recordation tax.)

Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	Edwin N. Sidman, General Partner BWI HSR LIMITED PARTNERSHIP  Signature(s) of Debtor (Or Assignor)	UNIVERSAL COMMUNICATION SYSTEMS, INC. F. K. Shaftman, President  Signature(s) of Secured Party (Or Assignee)
---	---	--

Mailed to Secured Party

BOOK 508 PAGE 286

266123

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) Name(s) and Address(es)	3. <input type="checkbox"/> The Debtor is a transmitting utility.
Jaymar Sports 575 Ritchie Highway Severna Park, MD 21146	J.D.S. Vendor Services, Inc. 266 N. Franklin Street Hempstead, New York 11550	4. Filing Officer, Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE 50 452119 0777 ROL TIB: 5.6 FEB 10 87

5. This Financing Statement covers the following types for item(s) of property:

1 Hex Tanning Unit
S/N RC-1234-0-96

6. Assignee(s) of Secured Party and Address(es) **TB**
Anchor Bank
24 West Carver St
Huntington, NY 11743

Products of the Collateral are also covered

8. Describe Real Estate Here This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
- when the collateral was brought into the state, or when the debtor's location was changed to this state.

Jaymar Sports _____ J.D.S. Vendor Services, Inc. _____

By *Patrick M. Skemp* Signature(s) of Debtor(s) By *Laura Walter* Signature(s) of Secured Party(ies)

(1) Filing Officer: Copy Number: _____ Approved by Secretary of State of New York

STANDARD FORM - FORM UCC - 1 (5/82)

Mailed to Assignee

~~MAILED TO SECURED PARTY~~

508 257

266130



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Mercer: Lee W.
305 C Street
Washington, DC

2. Secured Party(ies) and address(es)

First Commercial Corporation
303 Second Street
Annapolis, Maryland 21403

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
452130 6177 801 118:57

4. This statement refers to original Financing Statement bearing File No. 251711 Book 470 Page 711

Filed with Anne Arundel Co.

Date Filed 4/24

1984

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented.

By: 10.50
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

FIRST COMMERCIAL CORPORATION
By: Ellen Eckhoff / Agent
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Office: Code - Alphabetical

Mailed to Secured Party

BOOK 508 PAGE 288

206101

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
INFORMATION PROCESSING SYSTEMS, INC.
140 E. Ridgewood Avenue
Paramus, N.J. 07652

2. Secured Party(ies) and address(es)
SOVRAN LEASING CORPORATION
1510 WILLOW LAWN DRIVE
RICHMOND, VA. 23230

RECORD FEE 11.00
POSTAGE .50
482124 0777 801 113100
FEB 10 '87
TD

4. This financing statement covers the following types (or items) of property:
The equipment on the annexed Schedule I; the Lease of said equipment and Equipment Schedules between INFORMATION PROCESSING SYSTEMS, INC., LESSOR, and the LESSEE, have been assigned to the secured party, together with all monies due and to become due thereunder.
LESSEE: Cosmetic & Fragrance Concepts Inc., Lease #4-0603RK dtd 12/30/85
Equipment Schedule #3 dtd 11/13/86 #87002
Equipment Schedule #4^{REV} dtd 11/13/86

5. Assignee(s) of Secured Party and Address(es)

*Not subject to Recordation Tax
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction where it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: Clerk of Circuit Court - Anne Arundel County

INFORMATION PROCESSING SYSTEMS, INC.
By: *[Signature]*
Signature(s) of Debtor(s)

SOVRAN LEASING CORPORATION
By: *[Signature]*
Signature(s) of Secured Party(ies) SVP

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Debtor: Cosmetic & Fragrance Concepts Inc.
10551 Ewing Road
Beltsville, MD 20705

SCHEDULE I

BOOK 508 PAGE 289

Secured Party: Information Processing Systems, Inc.
Mack Centre III
140 E. Ridgewood Avenue
Paramus, N.J. 07652

"All of the personal property leased or to be leased by Secured Party to Debtor pursuant to the Equipment Lease Agreement, dated as of 12/30/85 between Secured Party, as Lessor, and Debtor, as Lessee, as the same may be amended, modified or supplemented, including (without limitation) the following equipment: Lease Agreement 4-0603RK, Equipment Schedule #3, 11/13/86
Location of Equipment: See Below *

Item No.	Type/Model	Feature	Serial Number	Description
Equipment Schedule #3 dtd 11/13/86				
1	(2) NCR 2150	Midline Systems	*	(2) 2157 Master Terminals (2) 2155 Back up Terminals (8) 2154 POS Terminals

Lessee shall use one system per location at their retail store, "The Cosmetic Center", located in Midlothian, VA and Severna Park, MD.

* 10401 Midlothian Tpk., Richmond, VA 23235 6740 Governor Ritchie Hwy, Severna Park, MD ²¹¹⁴⁶~~2114~~
(1) 2157 s/n D319244 (1) 2157 s/n 16211562
(1) 2155 s/n D319445 (1) 2155 s/n 16471205
(4) 2154 s/n D316777, D316774, D316775, D316776 (4) 2154 s/n 17331507, 17331506, 17331509, 17631427

Equipment Schedule #4 REvised dtd 11/13/86 (8) NCR 2150 Midline Systems

198 K Little River Tpk, Alexandria, VA 22312	7500B Leesburg Pike, Falls Church, VA 22043
1) 2157 s/n 16223380, (1) 2155 s/n 16518465	(1) 2157 s/n 16223387, (1) 2155 s/n 16508307
3) 2154 s/n 17345052, 17345051, 17345055	(3) 2154 s/n 17331510, 17316779, 17316780
351 Sodley Road, Manassas, VA 22110	6374 Arlington Blvd., Falls Church, VA 22044
157 s/n 16211573, (1) 2155 s/n 16471204	(1) 2157 s/n 16211584, (1) 2155 s/n 16518466
3) 2154 s/n 17331512, 17331503, 17331511	(4) 2154 s/n 17345054, 17345050, 17316778, 17316781
906G West Broad St. Rd, Richmond, VA 23229	3089A Nutley Street, Fairfax, VA 22031
1) 2157 s/n 16223390, (1) 2155 s/n 16518462	(1) 2157 s/n 17637005, (1) 2155 s/n 17634510
4) 2154 s/n 17345053, 17345057, 17345059, 17345056	(4) 2154 s/n 17628767, 17628760, 17628765, 17631426
801 Bland Street, Springfield, VA 22150	13822 Outlet Drive, Silver Spring, MD 20904
1) 2157 s/n 17637003, (1) 2155 s/n 16518463	(1) 2157 s/n 17319245, (1) 2155 s/n 16518467,
4) 2154 s/n 17628761, 17628762, 17628763, 17628764	(3) 2154 17345044, 17345046, 17345048

Equipment Schedule #5 dtd 1/5/87 (5) NCR 2150 Midline Systems

0551 Ewing Road, Beltsville, MD 20783	12129 Rockville Pike, Rockville, MD. 20852
1) 2157 s/n 16211561, (1) 16518464	(1) 2157 s/n 17637004, (1) 2155 s/n 17634511
3) 2154 s/n 17345047, 17345049, 17331505	(4) 2154 s/n 17628766, 17631428, 17631422, 17631424
679 Lost Knife Rd., Gaithersburg, MD 20877	2080 Timonium Road, Timonium, MD 21093
1) 2157 s/n 16211577, (1) 2155 s/n 16508305	(1) 2157 s/n 16211578, (1) 2155 s/n 17634509
4) 2154 s/n 17631425, 17345042, 17345043, 17345045	(3) 2154 s/n 17631429, 17631430, 17631423
1804 East Belt Blvd., Richmond, VA. 23224	
(1) 2157 s/n 16223389, (1) 2155 s/n 17319446,	
(1) 2154 s/n 17345058	

It is the intent of the Secured Party-Lessor and the Debtor-Lessee that the said Equipment Lease Agreement represents a valid and enforceable lease. However, without prejudice to the rights of the said parties under said lease, this Financing Statement is filed to comply with the requirements of the Uniform Commercial Code in the event it be determined for any reason, notwithstanding such intent, that said lease constitutes a security agreement under the Uniform Commercial Code."

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 508-290

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

866132

This financing statement Dated 12/30/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles B. Serbel
Address 4838 Sudley Rd, West River, Md 20778

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA
Address P.O. Box 105598
4444 SHACKLEFORD RD.
Atlanta, GA 30348-5598
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1-New Kubota L-4150 Tractor Ser#10194
- 1-New Pittsburgh 305 Disc Ser#130869
- 1-New J-BAR 850 Box Scraper Ser#029174
- 1-New Woods M5 Mower
- 1-New Keinback 2/14 Plows.

Name and address of secured party: KUBOTA CREDIT CORPORATION, USA
 P.O. Box 105598
 4444 SHACKLEFORD RD.
 NORCROSS, GEORGIA 30093

RECORDED FEE 11.00
 POSTAGE .50
 832126 0777 801 119:01
 FEB 10 87

TB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles B. Serbel
(Signature of Debtor)

Charles B. Serbel
Type or Print Above Name on Above Line

Mailed to Secured Party



SECOND NATIONAL Building & Loan

508 291

FINANCING STATEMENT

286133

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:
Overton Design Studio, Inc.
213 Duke of Gloucester
Annapolis, MD 21401

2. Name of Secured Party (or Assignee) and address:
Second National Building and Loan, Inc.
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

RECORD FEE 11.00
RECORD TAX 157.50
FEE TOTAL 168.50

RECORDED BY: [Signature]
FEB 10 1987

3. This Financing Statement covers the following types (or items) of property:

CGI AT Computers with Mitsubishi monitors, surge protectors, laser jet printer software and miscellaneous attachments and Smart software

TB

4. Check the statements which apply, if any, and supply the information indicated

The underlying secured transaction is not subject to recordation tax

The underlying secured transaction is subject to recordation tax on the principal amount of \$22,500.00

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate, include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)
Overton Design Studio, Inc.
by: [Signature]
Lon O. Overton, President

Secured Party:
Second National Building and Loan
BY: [Signature]
(Authorized Signature)
Leslie A. Clark, Asst. Vice President
(Type Name and Title) 268-1400

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: January 14, 1987

REV. 2/84

11-80
157.50
.50

Mailed to Secured Party

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS
 SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 80,000.00

FINANCING STATEMENT

WAN SUN SUR, individually and t/a ACE SECURITY GROUP and EUN SOO SUR

1. Debtor(s):

Name or Names—Print or Type
1203 Lorene Court, Pasadena, Maryland 21122 and
Address—Street No., City - County State Zip Code
901 South Russell Street, Baltimore, Maryland 21230
ACE SECURITY GROUP
Name or Names—Print or Type
901 South Russell Street, Baltimore, Maryland 21230
Address—Street No., City - County State Zip Code

2. Secured Party:

TONGUE, BROOKS & COMPANY, INC.
Name or Names—Print or Type
213 St. Paul Place, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All fixtures, machinery, equipment, accounts receivable, furniture, premiums due and payable, commissions earned and unpaid, proceeds from insurance, etc. due from the business known as ACE SECURITY GROUP and/or WAN SUN SUR individually and t/a ACE SECURITY GROUP, and 1979 Chevrolet station wagon (Title No. 12402863, VIN IL35GNJ189700).

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 14.00
POSTAGE .50
BALTIMORE CITY MD 21202
FEB 11 87

TB

DEBTOR(S):

[Signature]
(Signature of Debtor)
WAN SUN SUR, Individually and t/a
ACE SECURITY GROUP Type or Print
[Signature]
(Signature of Debtor)
EUN SOO SUR
Type or Print

SECURED PARTY:

TONGUE, BROOKS & COMPANY, INC.
(Company, if applicable)
[Signature]
(Signature of Secured Party)
T. WARREN HARDY, Agent for Secured Party
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address ALAN P. ZUKERBERG, ESQ., 213 St. Paul Place, Baltimore, Maryland 21202
Lucas Bros. Form F-1

Mailed to Secured Party
52

BOOK 508 PAGE 293

206136

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) Last Name, First, and address(es)
Rastogi, Ram, N.D.
222 Rockridge Road
Millersville, MD 21108

Mail to

2 Secured Party(ies) and address(es)
Tampa Plaza Associates Limited Partnership
c/o Cornwall Properties, Inc.
90 Park Avenue
New York, N.Y. 10016

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#32130 0777 AM 108:35
FEB 11 97

4 This financing statement covers the following types (or items) of property
All of the debtors right, title and interest including, but not limited to, all proceeds (including distributions) in and to the debtor's limited partnership interest (1 Units) in Tampa Plaza Associates Limited Partnership, a Florida limited partnership.

5 Assignee(s) of Secured Party and Address(es)
AmSave Credit Corporation
1370 Avenue of the Americas
New York, NY 10019

15416704

Not subject to tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Anne Arundel County, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

By: Cornwall Properties, Inc. Attorney-in-Fact By: Tampa Plaza Associates Limited Partnership
By: Cornwall Properties, Inc., General Partner

By: [Signature] Title By: [Signature] Title
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

BOOK 508 PAGE 294

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Recordation Tax Paid To The Clerk Of
The Circuit Court Of Anne Arundel
County Upon The Filing Of A Deed Of
Trust.
Also Evidencing An Indemnity
Transaction.

206137

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 18.00
POSTAGE .50
#52170 0040 P01 110:45
FEB 11 87

- 1. **DEBTOR:** **THE ASPHALT SERVICE CO., INC.**
1836 Chesapeake Avenue
Baltimore, Maryland 21226
- 2. **SECURED PARTY:** **EQUITABLE BANK, NATIONAL ASSOCIATION**
100 South Charles Street
Baltimore, Maryland 21201-2791
Attention: Nancy A. Lindquist,
Corporate Banking Representative

- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by

1850

Mailed to Secured Party



way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust and Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust and Indemnity Deed of Trust both of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

THE ASPHALT SERVICE CO., INC.
A Maryland Corporation

By: Donald A. Kary (SEAL)
Donald A. Kary,
President

Date: December 27, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 5915

A-01.23
5915 FS-3

EXHIBIT A

BOOK 508 PAGE 297

BEGINNING at a point on the center line of a proposed 80 foot right-of-way situate South 43 degrees 15 minutes 10 seconds West, 534.60 feet from the stone marking the beginning point of the entire 55.7435 acre tract conveyed by Donald F. Obrecht and wife, Charles Obrecht and wife and Gersh Moss and wife to Quad Inc., dated AUGUST 7, 1956 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber G.T.C. No. 1053, folio 246; thence leaving the above mentioned 80 foot wide right-of-way and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission (1) South 83 degrees 20 minutes 18 seconds East 356.06 feet to intersect the proposed Westerly right-of-way line of the proposed State Highway as shown on a Plat of the State Roads Commission of Maryland No. 25214; thence binding thereon (2) South 1 degree 47 minutes 07 seconds West 375.19 feet; thence leaving said line of the proposed State Highway (3) North 83 degrees 20 minutes 18 seconds West 387.95 feet to the center line of the above mentioned proposed 80 foot wide right-of-way to be used in common with others; thence binding thereon (4) North 06 degrees 39 minutes 42 seconds East 373.82 feet to the point of beginning. Containing 3.192 acres of land more or less. Said description having been prepared from a Survey made by John E. Harms, Jr., & Associates, Consulting Engineers and Land Surveyors, on NOVEMBER 1, 1961.

BEING the same parcel of land described in a Deed dated JANUARY 19, 1971 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber No. 2384, folio 414 from W. R. GRACE & CO., a body corporate to THE ASPHALT SERVICE CO., INC., a body corporate.

H-11145
AUG 17 1987

BOOK 508 PAGE 298

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Recordation Tax Paid To The Clerk Of
The Circuit Court Of Anne Arundel
County Upon The Filing Of A Deed Of
Trust.
Also Evidencing An Indemnity
Transaction.

200133

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 17.00
POSTAGE .50
MAY 27 0040 R01 110:45
FEB 11 87

- 1. **DEBTOR:** **THE ASPHALT SERVICE CO., INC.**
1836 Chesapeake Avenue
Baltimore, Maryland 21226
- 2. **SECURED PARTY:** **EQUITABLE BANK, NATIONAL ASSOCIATION**
100 South Charles Street
Baltimore, Maryland 21201-2791
Attention: Nancy A. Lindquist,
Corporate Banking Representative

TB

- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by

172

Mailed to Secured Party

way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust and Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust and Indemnity Deed of Trust both of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

BOOK 508 PAGE 300

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

THE ASPHALT SERVICE CO., INC.
A Maryland Corporation

By: Donald A. Kary (SEAL)
Donald A. Kary,
President

Date: December 29, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 5915

A-01.23
5915 FS-3

EXHIBIT A

BOOK 508 PAGE 311

BEGINNING at a point on the center line of a proposed 80 foot right-of-way situate South 43 degrees 15 minutes 10 seconds West, 534.60 feet from the stone marking the beginning point of the entire 55.7435 acre tract conveyed by Donald F. Obrecht and wife, Charles Obrecht and wife and Gersh Moss and wife to Quad, Inc., dated AUGUST 7, 1956 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber G.T.C. No. 1053, folio 246; thence leaving the above mentioned 80 foot wide right-of-way and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission (1) South 83 degrees 20 minutes 18 seconds East 356.06 feet to intersect the proposed Westerly right-of-way line of the proposed State Highway as shown on a Plat of the State Roads Commission of Maryland No. 25214; thence binding thereon (2) South 1 degree 47 minutes 07 seconds West 375.19 feet; thence leaving said line of the proposed State Highway (3) North 83 degrees 20 minutes 18 seconds West 387.95 feet to the center line of the above mentioned proposed 80 foot wide right-of-way to be used in common with others; thence binding thereon (4) North 06 degrees 39 minutes 42 seconds East 373.82 feet to the point of beginning. Containing 3.192 acres of land more or less. Said description having been prepared from a Survey made by John E. Harms, Jr., & Associates, Consulting Engineers and Land Surveyors, on NOVEMBER 1, 1961.

BEING the same parcel of land described in a Deed dated JANUARY 19, 1971 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber No. 2384, folio 414 from W. R. GRACE & CO., a body corporate to THE ASPHALT SERVICE CO., INC., a body corporate.

STATE OF MARYLAND
(ANNE ARUNDEL COUNTY)

800-508-302

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

200130

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carty Enterprises, Inc.
Address 2600 Pittman Drive, Silver Spring, MD 20910

RECORD FEE 11.00
452191 0040 001 111-08
FEB 11 27
TB

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation
Address 502 Washington Avenue, Towson, MD 21204

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A TO UCC-1 ATTACHED HERETO AND FORMING A PART HEREOF.

Name and address of assignee

ADDITIONAL LOCATION OF COLLATERAL:

8350 Brestal Court
Jessup, MD 20794

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carty Enterprises, Inc.

John R. Carty
(Signature of Debtor)

John R. Carty
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Maryland National Industrial
Finance Corporation

Jeffrey P. Reilly
(Signature of Secured Party)

Jeffrey P. Reilly

Type or Print Above Signature on Above Line

11

SCHEDULE A TO UCC-1

ANNE ARUNDEL COUNTY, MD

The following types (or items) of property are covered:

1. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party (the "Receivables").

2. All of the Debtor's inventory, whether now owned or hereafter acquired, including all goods (including finished goods and packing, packaging and shipping materials) which are held for sale or lease or which are to be furnished under contracts for services, or which have been so furnished or which are raw materials, work in process or materials used or consumed in the Debtor's business and all documents of title and negotiable and non-negotiable warehouse receipts representing any thereof (the "Inventory").

3. (a) All of the Debtor's right, title and interest in and to the goods and other property represented by or securing any of the Receivables, including, but not limited to, all returned, rejected or repossessed goods, the sale, lease or furnishing under contracts for service of which shall have given or shall give rise to any of the Receivables; (b) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin and reclamation; (c) all additional amounts due to the Debtor from any Customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (d) all of the Debtor's right, title and interest in other property, including warranty claims, relating to any goods whatsoever given as security to the Secured Party; (e) if and when obtained by the Debtor, all guarantees, mortgages, security interests, assignments and other encumbrances on real or personal property, leases or other agreements or property securing or relating to the Receivables or the Inventory, or acquired for the purpose of securing and enforcing any of the Receivables; and (f) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under any agreement between the Secured Party and the Debtor.

4. All of the Debtor's ledger sheets, files, records, books of account, business papers and documents relating to the collateral referred to in items 1, 2 and 3 above and item 5 below.

5. All proceeds and products of the collateral referred to in items 1, 2, 3 and 4 above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, or proceeds of the sale, lease or other disposition of any and all of the Inventory.

As used herein, the term "Customer" shall mean and include the account debtor with respect to any of the Receivables and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services

Carty Enterprises, Inc. (Debtor)

MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

By: John R. Carty

By: Jeffrey A. Bully

Debtor or Assignor Form

266110

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
Chesapeake Air Shipping, Inc.	Attn Paul Zeller
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
Carqo Building A, P.O. Box 8764	18 West Street
<small>(Address)</small>	<small>(Address)</small>
BWI Airport, Maryland 21240	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See Attached Schedule A

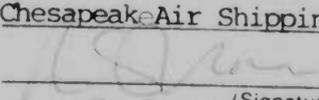
RECORD FEE 12.00
 POSTAGE .50
 202185 0040 001 111:04
 FEB 11 97

TB

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Chesapeake Air Shipping, Inc. (Seal)	_____ (Seal)
 (Seal)	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
RENNIS (Print or Type Name)	_____ (Print or Type Name)
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1230

CHESAPEAKE AIR SHIPPING, INC.

508 305

ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 508 INT 308266141

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Geotect Industries, Inc.
(Name or Names)
805 W. Parkwood Court Linthicum Heights, Maryland 21090
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Harbor Federal Savings & Loan
of LESSOR (Name or Names)
P.O. Box 12309, Baltimore, Maryland 21281-2309
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

RECORD FEE 11.00
POSTAGE 1.00
457100 6777 AM 118:09
FEB 10 87

TB

5. Proceeds of Collateral are covered hereunder: Yes (xx) No Valid to Assignee
Products of Collateral are also covered Yes () No (xx)

LESSEE
Geotect Industries, Inc.
By: Carroll Wm. Georgius
(Title)
CARROLL WM. GEORGIUS
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr.
(Title)
Brian G. Connelly
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

P 1150

508 307

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. IFSL 1886
dated November 18, 1986.

<u>Quantity</u>	<u>Description</u>
1	NCR/ADDS PC-8 w/ 1.2 mg flexible disk drive, 640K, 30 mg hard drive, 45/60 Tape Back-up (minimum) 13" Monochrome monitor w/tilt and swivel base, 4 serial ports, 1 parallel port, NCR DOS 3.11, NCR Pal, NCR Tutor, GW Basic, Owners Manual and cabling
2	Adds viewpoint plus terminals to include Monitor, Keyboard & Connecting cable.
1	Zenix operating system for Multiuser Applications
5	Excalibur Plus Software Modules (G.L., A/R, A/P, Payroll & Job Cost)
1	Citizen MSP 15 Printer
1	Network Power Source
2	Boxed Diskettes

Approved and agreed to this 18 day of NOV., 198 6
Lessee: Geotect Industries, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.
By: Carroll Wm. Georgius By: Brian S. Conroy
CARROLL WM. GEORGIUS

266113
BOOK 508 PAGE 308

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented: 2	C/CC Anne Arundel Cnty/MD
(1) Debtor(s) (Last Name First) and Address(es) Condere Corporation 500 Sargent Drive New Haven, Connecticut DEBITX 06536	(2) Secured Party(ies) (Name(s) and Address(es)) BarclaysAmerican/Business Credit, Inc. 4944 Parkway Plaza, Suite 200 P.O. Box 669200 Charlotte, N.C. 28266		
(3) <input checked="" type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) .		

RECORD FEE 13.00
POSTAGE .50
402258 0040 R01 113:1P
FEB 11 87

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.
For a description of the collateral covered by this Financing Statement, see Exhibit A attached hereto and incorporated herein by reference.

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Condere Corporation

(By)

[Signature]
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Memorial

13-50

Secured Party(ies) [or Assignees]
BarclaysAmerican/Business Credit, Inc.

(By)

[Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

Mailed to Secured Party

EXHIBIT A
TO
FINANCING STATEMENT

BOOK 508 PAGE 309

DEBTOR: CONDERE CORPORATION

SECURED PARTY: BARCLAYSAMERICAN/BUSINESS CREDIT, INC.

All of the following property and interests in property of the Debtor (herein referred to as "Collateral"), whether such Collateral shall be now owned or existing or whether it shall be hereafter acquired or arising or created by Debtor wheresoever located:

(a) All accounts, accounts receivable, contract rights, chattel paper, instruments, documents and any other right to payment for goods sold or leased or for services rendered.

(b) All inventory, including without limitation, all goods intended for sale or lease by Debtor, or for display or demonstration, all merchandise, work in process, raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacturing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business.

(c) All goods of Debtor, including without limitation, all machinery, apparatus, equipment, fittings, furniture, furnishings, fixtures, tools, supplies, motor vehicles and other tangible personal property (other than inventory) of every kind and description used in Debtor's operations or owned by Debtor or in which Debtor has an interest, and all parts, accessories, increases and accessions thereto and substitutions and replacements therefor.

(d) All general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any account by an account debtor, all rights to indemnification (including rights to indemnification under that certain Purchase Agreement, between The Armstrong Rubber Company and Condere Corporation, a Delaware corporation) and all other intangible personal property of every kind and nature.

(e) Documents, Instruments, and Chattel Paper, each as defined in Section 9-105 of the Uniform Commercial Code.

Handwritten signature

Handwritten initials



508 508 508

(f) All monies and property of any kind or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party.

(g) All accessions to, substitutions for and all replacements, products and proceeds of the Collateral described in paragraphs (a), (b), (c), (d), (e), and (f) above, including, without limitation, proceeds of insurance policies insuring the Collateral.

(h) All books and records (including without limitation, customer lists, credit files, computer programs, printouts, and other computer materials and records) of Debtor pertaining to any of the Collateral described in paragraphs (a), (b), (c), (d), (e), (f) or (g) above.

F429

llm 9

MARYLAND NATIONAL BANK

FINANCING STATEMENT

508 311
206143

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 125,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Four D's Associates Address(es): 2700 Sisson Street
Baltimore, Maryland 21211

RECORD FEE 15.00
 POSTAGE 1.00
 432202 4345 NOV 113-56
 FEB 11 97
 TB

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Attention: Peter L. Hickling 10 Light Street
Mailstop 02-05-01 Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property.

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 31, 19 86, from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):
FOUR D's ASSOCIATES

Secured Party:
MARYLAND NATIONAL BANK

By: [Signature] (SEAL)
[Signature] (SEAL)
[Signature]

By: Peter L. Hickling (SEAL)
Peter L. Hickling
Vice President
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

15 - 50

Mailed to Secured Party

EXHIBIT A

508 312

BEGINNING for the same at a pipe set on the Northeastern right-of-way line of Maryland Route 175 as shown on S.R.C. Plat No. 37237 said pipe is situated South 39° 23' 18" East 81.12 feet from the South end of the fillet between Maryland Route 175 and Maryland Route 32 as measured along said right-of-way, and running thence,

1. North 39° 23' 18" West 81.12 feet to a pipe set, thence running with the aforementioned fillet,

2. North 12° 23' 10" East 60.42 feet to a pipe found on the Southern right-of-way line of Maryland Route 32, as shown on the aforementioned S.R.C. Plat, thence running with and binding on said right-of-way the following four (4) courses and distances, viz;

3. North 60° 12' 53" East 22.00 feet to a pipe set,

4. North 83° 46' 01" East 42.54 feet to a pipe set,

5. South 83° 56' 51" East 22.20 feet to a pipe set, and

6. North 60° 12' 53" East 20.07 feet to a point on the centerline of an old abandoned W.B. & A Railroad sixty (60) feet wide right-of-way, thence leaving the right-of-way line of Maryland Route 32 and running with and binding on the said centerline,

7. South 52° 42' 45" East 72.79 feet, thence leaving said centerline of Railroad right-of-way for a proposed line of agreement between Thomas Hall (Liber W.N.N. 42 Folio 287 Part-One) and the parcel described hereinabove and passing over a pipe set at 60.40 feet

8. South 50° 02' 14" West 156.92 feet to the point of beginning, containing 0.326 Acres of Land, more or less, as shown on a plat attached hereto and intended to be recorded herewith.

BEING the residue of that parcel of land which by deed dated October 27, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3571 at Folio 436 was granted and conveyed by Charles Andresky, et al to Charles Andresky and Aileen M. Caulk.

SUBJECT TO HOWEVER:

1. Revertible easements for supporting slopes as shown on S.R.C. Plat No. 37237.
2. Rights of others within the abandoned W.B. & A. Railroad Right-of-way.

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266144

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc. (Ocean Systems Divn.) 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Technology Finance Group, Inc. 315 Post Road West Westport, CT 06880	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 16.00 #17936 10-10 POT 11:30 AM FEB 11 87 TB

4 This financing statement covers the following types (or items) of property:
 Properties leased or to be leased under that certain Master Lease dated July 21, 1986 between Gould Inc. as Lessee and Technology Finance Group, Inc. as Lessor including (i) Equipment Rental Schedule #1 thereto, (ii) the Equipment rentals and all other proceeds and sums payable under the lease and (iii) the Equipment as described in Exhibit A attached hereto. This filing is for informational purposes only. The relationship between the parties is that of Lessor and Lessee and not that of Debtor and Secured Party.

ASSIGNEE OF SECURED PARTY
 Australia and New Zealand
 ANZ Bank Banking Group, Ltd.
 3910-30 No. LaSalle St.
 Chicago, IL 60602

NOT SUBJECT TO RECORDATION TAX
 Equipment Location: Gould Inc. (Ocean Systems Division)
 6711 Baymeadow Drive
 Glen Burnie, MD 21061

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 3

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

GOULD INC.
 By: [Signature]
 Signature(s) of Debtor(s)

Technology Finance Group Inc.
 By: [Signature]
 Signature of Secured Party

(STANDARD) TB 00 [Signature] Modern Lien Forms CHICAGO

1600

~~MAILED TO SECURED PARTY~~
 Mailed to Assignee

EXHIBIT A
 TO
 EQUIPMENT SCHEDULE ONE (1)
 TO
 LEASE AGREEMENT DATED JULY 21, 1986
 BETWEEN
 TECHNOLOGY FINANCE GROUP, INC. (LESSOR)
 AND GOULD INC. - OCEAN SYSTEMS DIVISION (LESSEE)

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>EQUIPMENT COST</u>	<u>S/N</u>
<u>LESSEE PURCHASE ORDER NO. Z60575</u>			
1	865XB-AE 8650 Computer System	\$ 344,000.00	
1	FP86-AA Floating Point	24,080.00	
1	RA60-FA RA60-AA W/4-H1 CAB 120V/ 60HZ	18,920.00	
1	TU81-AA 1600/625D 25/75 1PS 120V	22,440.00	
1	DMF-32M Mltifunction 1 Sync PDP-11P	2,477.20	
1	CK-DMF32 Cab Kit Multifunction LD VAX, PDP11	1,122.00	
2	VT241-AA Color Graphics Terminal	4,590.00	
3	VT240-A2 Monochrome, White Phosphor Graphics Terminal	4,575.00	
5	VT24K-AA US Keyboard Kit	825.00	
3	VT220-A2 Monochrome Video Terminal	1,920.00	
3	VT22K-AA U.S. Keboard Kit for VT220	465.00	
1	OK001-HM VAX/UMS UPD 16MT9	3,500.00	
1	QK100-UZ VAX Fortran	8,892.40	
1	QK100-HM VAX Fortran	950.00	
1	QKD05-UZ QKD05-UZ DECNET-VAX V4.0	7,611.00	
1	QKD05-HM DECNETVAX	1,100.00	
2	RA60-AA RA60 205MB Removable Disk Drive Addon	30,800.00	

1	HP652-FA	Expansion Box	6,192.00
2	DD11-DK	Expansion Backplane	1,654.40
1	DD11-CK	Expansion Backplane	413.60

Sub-Total - Purchase Order Z60575 486,527.60

LESSEE PURCHASE ORDER NO. Z60576

1	LA120-DA	Laizo Univ. PWR Supply	2,155.00
1	LN01S-DA	12 PPM Ptr., Graphics, Cable 120	19,995.00

Sub-Total - Purchase Order Z60576 22,150.00

LESSEE PURCHASE ORDER NO. Z60577

1	MS780-HC	11780 256K Mem 8MS	17,512.00
2	MS780-JA	8MB ECC/256KMOS 11780 Exp Memory	9,000.00
1		Installation	1,990.00

Sub-Total - Purchase Order Z60577 28,502.00

LESSEE PURCHASE ORDER NO. Z60581

2	HP2392A	Terminal-HP	2,282.50
2	2392A-092	Port-Z Option	332.00

Sub-Total - Purchase Order Z60581 2,614.50

LESSEE PURCHASE ORDER NO. Z60583

2	136A	Pulse Generator	5,990.00
---	------	-----------------	----------

Sub-Total - Purchase Order Z60583 5,990.00

LESSEE PURCHASE ORDER NO. Z60589

508 310

1	45981A	Multimode Video Adapter	325.00
1	24541A	Dual RS-232/422 Interface	220.00
1	24542G	Serial Printer/Plotter Cable	55.00
1	45951A	Vectra Disc Operating System	85.00
2	45971A	128K Byte Memory Expansion Kit	150.00

Sub-Total - Purchase Order Z60589 835.00

TOTAL EQUIPMENT COST: \$ 546,619.10

INITIALS:

Wan

STATE OF MARYLAND
EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.
FINANCING STATEMENT FORM UCC-1

Sixty (60) Month Term
Identifying File No. 508-111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Products Support, Inc.

Address 8331 Bristol Court, Jessup, Maryland 20794

2. SECURED PARTY

Name Metlife Capital Credit Corporation

Address Ten Stamford Forum P.O. Box 601

Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Matsuura MC-500V Vertical Machining Center with Yasnac MX2 controls with CRT. Machine S/N 86035374.

FILED WITH: ANNE ARUNDEL COUNTY

CK # 3389

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

PRODUCTS SUPPORT, INC.
Robert E. Wheeler
(Signature of Debtor)

ROBERT E. WHEELER
Type or Print Above Name on Above Line

PRES.
(Signature of Debtor)

Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

Joseph T. Annunziata
(Signature of Secured Party)

Dorothy T. Annunziata
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORD FEE 11.00
POSTAGE 50
#17939 0040 R02 11:51
FEB 11 87

11.00

11.50

Amie Brandel Co, MD

266146

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TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor: STATE OF MARYLAND
 Name or Names—Print or Type
 Louis L. Goldstein Treasury Building, Annapolis, MD 21404
 Address—Street No., City - County State Zip Code

2. Secured Party: MARYLAND NATIONAL LEASING CORPORATION
 Name or Names—Print or Type
 502 Washington Avenue, Towson, MD 21204
 Address—Street No., City - County State Zip Code

2. a. Assignee of Secured Party: FORD MOTOR CREDIT COMPANY
 Name or Names—Print or Type
 Ford Motor Credit Building Dearborn, MI 48121
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property:

See attachments

RECORD FEE 277.00
 POSTAGE .50
 #17959 0040 R02 114425
 FEB 11 87

17

4. If above described personal property is to be affixed to real property, describe real property.

Mailed to Addressee

5. If collateral is crops, describe real estate.
 6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

Debtor(s): STATE OF MARYLAND
 By: *[Signature]*
 Title: Secretary, Department of
 Budget and Fiscal Planning

Secured Party: MARYLAND NATIONAL LEASING CORPORATION
 By: *[Signature]*
 Title: Senior Vice President

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address *Kevin Ruston Maryland National Leasing Corporation*
 502 Washington Ave, Towson, MD 21204

277 50

DESCRIPTION OF EQUIPMENT NO. 1,3,4,6,7,9, 10-36

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 1,3,4,6,7,9, 10-36.

508 PAGE 319

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is as follows:

SCHEDULE NO. 1

One (1) IBM 3880-002 w/8170, S/N: 30694
One (1) IBM 3380-AA04 DASD, S/N: 26103
Two (2) IBM 3380-B04 DASD, S/N: 62049 & 61683

SCHEDULE NO. 3

One (1) IBM 3880-003 w/8170, S/N: 42278
One (1) IBM 3380-AA04 ASD, S/N: 17023
Two (2) IBM 3380-B04 ASD, S/N's: 47848 & 48014

SCHEDULE NO. 4

One (1) IBM 3380-002 w/8170, S/N: 30740
One (1) IBM 3880-003 w/8170, S/N: 42606
Two (2) IBM 3380-AA04 DASD, S/N's: 12813 & 16615
Three (3) IBM 3380-B04 DASD, S/N's: 47501, 47316 & 47956

SCHEDULE NO. 6

One (1) IBM 3380-B04, S/N: 51786

SCHEDULE NO. 7

One (1) IBM 3380-AA4, S/N: 17852
Two (2) IBM 3380-B04, S/N's: 49717 & 49774

SCHEDULE NO. 9

One (1) IBM 3380-AA4 ASD, S/N: 20159

EQUIPMENT INFORMATION

STATE OF MARYLAND

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COMPTROLLER OF THE TREASURY

(Page Two)

SCHEDULE NO. 10

One (1) IBM 3380-AA4 ASD, S/N: 22128

SCHEDULE NO. 11

One (1) IBM 3380-B04 DASD, S/N: 57599

SCHEDULE NO. 12

One (1) IBM 3380-AA4 ASD, S/N: 26986

SCHEDULE NO. 13

One (1) IBM 3880-3 Disk Controller, S/N: 47585

SCHEDULE NO. 14

Two (2) IBM 3380-B04 DASD, S/N's: 62345 & 62287

SCHEDULE NO. 15

One (1) IBM 3380-B04 Disk, S/N: 46695

SCHEDULE NO. 16

One (1) IBM 3380-AA4, S/N: 28921

SCHEDULE NO. 17

One (1) IBM 3380-B04 Disk, S/N: 46983

SCHEDULE NO. 18

One (1) IBM 3380-B04 Disk, S/N: 78823

SCHEDULE NO. 19

One (1) IBM 3380-B04 Disk, S/N: 52114

EQUIPMENT INFORMATION

STATE OF MARYLAND
COMPTROLLER OF THE TREASURY

BOOK 508 PAGE 321

(Page Three)

SCHEDULE NO. 20

One (1) IBM 3380-B04 Disk, S/N: 57735

SCHEDULE NO. 21

One (1) IBM 3380-B04 Disk, S/N: 57775

SCHEDULE NO. 22

One (1) IBM 3380-B04 Disk, S/N: 57284

SCHEDULE NO. 23

One (1) IBM 3380-B04 Disk, S/N: 78860

SCHEDULE NO. 24

One (1) IBM 3380-B04 Disk, S/N: 90871

SCHEDULE NO. 25

One (1) IBM 3380-AD4 Disk, S/N: A3416

SCHEDULE NO. 26

One (1) IBM 3380-AD4 Disk, S/N: A3404

SCHEDULE NO. 27

One (1) IBM 3380-BD4 Disk, S/N: E8416

SCHEDULE NO. 28

One (1) IBM 3380-BD4 Disk, S/N: F2019

SCHEDULE NO. 29

One (1) IBM 3380-BD4 Disk, S/N: F3887

EQUIPMENT INFORMATION

3004 508 PAGE 322

STATE OF MARYLAND

COMPTROLLER OF THE TREASURY

(Page Four)

SCHEDULE NO. 30

One (1) IBM 3380-BD4 Disk, S/N: F1355

SCHEDULE NO. 31

One (1) IBM 3880 Disk Controller , S/N: 59787

SCHEDULE NO. 32

One (1) IBM 3380 Disk AD4, S/N: A9109

SCHEDULE NO. 33

One (1) IBM 3380 Disk BD4, S/N: F3940

SCHEDULE NO. 34

Two (2) IBM 3380 Disk BD4, S/N's: F4083 & E6026

SCHEDULE NO. 35

One (1) IBM 3380 Disk BD4, S/N: F4460

SCHEDULE NO. 36

One (1) IBM 3380 Disk BD4, S/N: F1358

DESCRIPTION OF EQUIPMENT NO. 37

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 37.

BOOK 508 PAGE 323

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

- One (1) IBM 3081, S/N: 21297 Model G24-G32 Upgrade
Model 4010 Performance Improvement
- One (1) IBM 3082, S/N: 21297 Model 4020 Performance Improvement

DESCRIPTION OF EQUIPMENT NO. 38

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 38.

508-324

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

- One (1) IBM 3081, S/N: 21237 Upgrade 3081/K32 3084/Q64
- One (1) IBM 3081, S/N: 21237 Model 1550 Channel Group Addition
- One (1) IBM Model 3082, S/N: 21237 Model 4021 308X Performance Improvement
- One (1) IBM Model 3089, S/N: 32VXYR Model 001 Power Unit
- One (1) IBM Model 3087, S/N: 32VXYS Model 002 Coolant Distributor
- One (1) IBM Model 3278, S/N: 32VXYT Model A02 Display Console



DESCRIPTION OF EQUIPMENT NO. 39

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 39. 508 100325

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

Eight (8) Megabytes of Memory & Performance features No. 4010 and 4020, used to provide additional memory capability for the Annapolis Data Center central processor.

One (1) IBM 3081, S/N: 21237 Model K24-K32 Upgrade
One (1) IBM 3082, S/N: 21237 4020 Performance Improvements

DESCRIPTION OF EQUIPMENT NO. 40

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 40. 508 PAGE 328

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

- One (1) IBM 3081 Model G16 Processor
- One (1) IBM 3278 Model A02 Display Console
- One (1) IBM 3082 Model 016 Processor Control
- One (1) IBM 3089 Model 001 Power Unit
- One (1) IBM 3087 Model 002 Coolant Distributor

DESCRIPTION OF EQUIPMENT NO. 41

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 41.

508 327

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

- One (1) IBM 3081 Model G16 Processor
- One (1) IBM 3278 Model A02 Display Console
- One (1) IBM 3082 Model 016 Processor Control
- One (1) IBM 3089 Model 001 Power Unit
- One (1) IBM 3087 Model 002 Coolant Distributor

DESCRIPTION OF EQUIPMENT NO. 42

508 328

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 42.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

One (1) IBM 3081, S/N: 21237 Model Upgrade G24-K24

DESCRIPTION OF EQUIPMENT NO. 43

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 43.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY

HEADQUARTERS ADDRESS: 303 Income Tax Building

Annapolis, MD 21401

The equipment is:

One (1) IBM 3081, G24 Upgrade

DESCRIPTION OF EQUIPMENT NO. 44

508 FILE 330

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 44.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

One (1) IBM 3725, S/N: 05MKMP Model 001
One (1) IBM 3726, S/N: 05MKMR, Model 001
One (1) IBM 3727, S/N: 05MKMT, Model 700

DESCRIPTION OF EQUIPMENT NO. 45

508 FILE 331

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 45.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

Two (2) IBM 4248 Model 001 Printers, S/N's: 15DNWV, 18PVXN

DESCRIPTION OF EQUIPMENT NO. 46

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 46.

6004 508 332

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

One (1) IBM 4248, S/N: 15DNWT Model 001 Printer

DESCRIPTION OF EQUIPMENT NO. 47

508 333

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 47.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

One (1) IBM 4248, S/N: 18PVDK Model 001 Printer

DESCRIPTION OF EQUIPMENT NO. 48

508 334

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 48.

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

One (1) IBM 3725, S/N: 05MJWZ Model 001 Comm. Controller
One (1) IBM 3726, S/N: 05MJXB Model 001 Comm. Controller
One (1) IBM 3727, S/N: 05MJXC Model 700 Operator Console

DESCRIPTION OF EQUIPMENT NO. 49

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 49.

508 335

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

The equipment is:

- One (1) IBM 3725-001 Communication Controller, S/N: 05088
- One (1) IBM 3727-700 Operator Console, S/N: A5996
- One (1) IBM 3726-001 Communication Controller Expansion Unit, S/N: 01919

DESCRIPTION OF EQUIPMENT NO. 50

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 50.

BOOK 508 PAGE 330

USER DEPARTMENT/AGENCY: COMPTROLLER OF THE TREASURY
HEADQUARTERS ADDRESS: 303 Income Tax Building
Annapolis, MD 21401

Equipment: Burroughs Document Processing System

Two (2) S3900 #192707834 & #192707842
Two (2) A5397
Two (2) A5104
Two (2) A5122-1
Two (2) A5325-3
Two (2) A5152

DESCRIPTION OF EQUIPMENT NO. 51

508 337

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 51.

USER DEPARTMENT/AGENCY: PUBLIC DEFENDER SYSTEM
HEADQUARTERS ADDRESS: 312 N. Eutaw Street
Baltimore, MD 21202

The Equipment is Compucorp Word Processing machines. The following equipment is to upgrade their present system in the Appellate Division to give complete word processing capability to the (16) attorneys and (6) secretaries who handle the caseloads.

One (1) Compucorp Model 785 File Processor (S/N: 950434)
Six (6) Compucorp Model 745 Diskless Terminal, S/N's: 451735,
451744, 451747, 451751, 451800, 451801
Two (2) Compucorp 32/40 Printer S/N's: 86025873, 86027332
Two (2) Dual Bin Sheet Feeders w/Envelope Feed, S/N's: 700888,
700914
Two (2) Acoustic Hoods

DESCRIPTION OF EQUIPMENT NO. 52

BOOK 508 PAGE 338

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 52.

USER DEPARTMENT/AGENCY: DEPARTMENT OF HEALTH & MENTAL HYGIENE

HEADQUARTERS ADDRESS: 201 West Preston Street, 5th Floor
Baltimore, MD 21201

Telephone System for Rosewood Center.

Equipment:

<u>QUANTITY</u>	<u>DESCRIPTION</u>		
1	Anaconda-Ericsson ASB-900 EPABX		
capacity	Stations	Trunks	Consoles
	960	144	10
wired	540	72	1
equipped	506	40	1
1	Remote Maintenance Facility		
1	Lighting Protection & Surge Arrestor		
1	Page Adapter		
1	Console w/Busy Lamp Field		
420	Single Line Desk Sets with Flash Button		
25	Single Line Desk Sets with Amplified		
	Hand sets w/Flash Button		
16	Single Line Wall Sets		
20	Electronic Display Feature Sets		
48	External Bells		
25	Emergency Reporting Stations		
1	Station Message Detail Reporting System		
	- Printer for Event Recording		
	- Trunk Utilization Report Software		
	- Software for SMDR		
2	Calling Number Display Units		
1	TI Model 745 Printer for Customer Adminis.		
1	Full System Battery Back-Up System		
	(1 Hour Duration)		
1	Remote Access System		
1	Conference Bridge (six party)Expandable to 9)		
	Level 8 Access to Marcom network		
	External Cable Plant		

DESCRIPTION OF EQUIPMENT NO. 53

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 53.

BOOK 508 PAGE 339

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

Seven (7) IBM 3420 Tape Drives to Upgrade a 003 to Model 006

S/N's: 34427, 34450, 34758, 34828, 36199, 38138,
38600

DESCRIPTION OF EQUIPMENT NO. 54

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 54.

800: 508 100340

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

One (1) IBM 4381, S/N: 917DWQ, Model Q03 Processor Model Group 3

One (1) IBM 3278, S/N: 917DWR, Model A02 Display Console

DESCRIPTION OF EQUIPMENT NO. 55

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 55.

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

Delivery Order No. 1

One (1) IBM 3880-001, S/N: 11449 Storage Control
One (1) IBM 8171 2 Channel Switch
Two (2) IBM 9192 3330/3333/3350 Attachment
One (1) IBM 9903 Power 208V 60hz 3 Phase

Delivery Order No. 2

One (1) IBM 3880-002 S/N: 12607 Storage Control
One (1) IBM 8171 2 Channel Switch
Two (2) IBM 9192 3330/3333/3350 Attachment
One (1) IBM 9193 3380 w/o Speed Match Buffer
One (1) IBM 9903 Power 208V 60 hz 3 Phase

Delivery Order No. 3

One (1) IBM 3380-A04, S/N: 33726 Direct Access Storage Device
One (1) IBM 9903 Power 208V 60 hz 3 Phase

Delivery Order No. 4

One (1) IBM 3380-B04, S/N: 53807 Direct Access Storage Device
One (1) IBM 9903 Power 208V 60 hz 3 Phase

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DESCRIPTION OF EQUIPMENT NO. 56

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 56.

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES

HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

Equipment description is attached.

International Business Machines Corporation **Armonk, New York 10504** **Supplement to Agreement for Purchase of IBM**

Purchase of On-Order Machines Purchase of Installed Machines Purchase of Features and Model Conversions Purchase of Machine Elements Purchase of IBM Reference Agreement No.:

Name and Address of Customer (Invoice to):
State of Maryland
Dept. of Public Safety and
and Correctional Services
1200 Reisterstown Road
Pikesville, Maryland

Install at:
Same

Customer No.: **5540175** Reference Agreement No.: **0640659**

Date Required: **08/01/83** Quotation Month: **October**

Customer Reference: Effective Date of

IBM Branch Office No.: **050** Purchase of Installed Machines:
 Price for purchase of installed Machines may be changed in any up to and including the Effective Date of Purchase (which must be within the Quotation Month), subject to any limitations described in any other applicable IBM Agreement.

IBM Branch Office Address:
 Model Conversion of:
 Feature Change From Model/Feature To Model/Feature
 Additions

Qty.	Machine Type	IBM Plant Order Serial Number	Model or Feature	Description	Purchase Price	Total
6	3276	76147 40994 76145 67120 35265 77615		Control Display	3,484.00	20,904.00
5	3276	80065 80066 80068 80072 80069			3,642.00	18,210.00

(a) An "ob" indicates a model conversion downgrade. (b) An "as" indicates a reinstallation of a previously purchased new feature or model conversion. (c) An "os" denotes the net purchase price in shown, if applicable. (d) An "os" indicates that provision applies. (e) ITC Production Status Codes are shown in reverse side.

THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PURCHASE OF IBM MACHINES AND REFERENCED AMENDMENT, IF ANY, APPLY TO THE ABOVE.

IBM MAINTENANCE AGREEMENT SERVICE. By initiating below, the Customer accepts, under the terms and conditions of the IBM Maintenance Agreement, maintenance service for all machines listed in this Supplement. If accepted, this service will commence on the later of the day following expiration of each machine's warranty period or the Effective Date of Purchase. The Base Period of Maintenance Service for IBM On-Site Repair or IBM On-Site Exchange of non-Usage Plan Machines will be 7 a.m. to 6 p.m., Monday through Friday. In addition, the Customer may select Optional Periods of Maintenance Service by notifying IBM.

Subtotal Item Price \$ **333,91**
 Shipping Charges \$ **333,95**
 Pay This Amount \$ **333,95**

IBM Maintenance Agreement Service State of Maryland

Initial to Accept

A copy of this Supplement may be filed in order to perfect in a security interest.

By **D. A. Hurley** Date **8-5-83**
 Manager's Signature

D. A. Hurley
 Page 1 of 5

Supplement to Agreement for Purchase of IBM
(Continuation Sheet)

Armonk, New York 10504

International Business Machines Corporation

Branch Office Address:

Name and Address of Customer:

Branch Office No.: 050
Customer No.: 5540175
Reference Agreement No.: 0640659

TERMS AND CONDITIONS OF REFERENCED AGREEMENT FOR PURCHASE OF IBM MACHINES APPLY TO THE FOLLOWING:

Qty.	Machine Type	Model	Description	IBM Plant Order or Serial (s) Number(s)	Qty. (Each Machine)	Feature Number	Feature Removal(s)	Feature Change From Model To Model/ Feature Addition(s)	Purchase Price (Unit Price)	Amount	Estimated Shipment Date
4	3276			64112 65951 65075 65956 41394 62787 30379 79517 4109C 79518					5,467.00	21,868.00	
6	3276			80079 80077 80076 80074 80078 41510 77741 80075 76146 17526 75260					3,539.00	21,234.00	
7	3276								3,677.00	25,739.00	
1	3276								3,746.00	3,746.00	
1	3276								4,372.00	4,372.00	
1	3276								5,584.00	5,584.00	
1	3276								3,598.00	3,598.00	

TOTAL AMOUNT:

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Supplement to Agreement for Purchase of IBM
(Continuation Sheet)

Ammonk, New York 10504

International Business Machines Corporation

Branch Office Address:

Name and Address of Customer:

Branch Office No.:
Customer No.:
Reference Agreement No.:

TERMS AND CONDITIONS OF REFERENCED AGREEMENT FOR PURCHASE OF IBM MACHINES APPLY TO THE FOLLOWING:

Qty.	Machine Type	Model	Description	IBM Plant or Order Serial Number(s)	Qty. (Each Machine)	Feature Removal (a)	Feature Addition (b)	Model Conversion or Feature Change From Model To Model/ Feature Addition (b)	Purchase Price (Unit Price)	Amount	Estimated Shipment Date
1	3276			73226					3,538.00	3,538.00	
1	3276			49365					5,547.00	5,547.00	
1	3276			80082					5,501.00	5,501.00	
1	3276			70792					3,479.00	3,479.00	
1	3276			80081					4,864.00	4,864.00	
1	3276			62792					5,336.00	5,336.00	
7	3276			62789						37,352.00	
				62784							
				16765							
				62793							
				62790							
				62785							
2	3278		Terminal	23E71					1,522.00	3,044.00	
				23E72							
1	3287		Printer	E5381					3,814.00	3,814.00	
1	3287			W0309					2,830.00	2,830.00	
1	3287			E5386					3,607.00	3,607.00	
1	3287			C5234					2,375.00	2,375.00	
3	3287			C5225					2,703.00	8,124.00	
				C5226							
				C5227							

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TOTAL AMOUNT: (Cont.)

International Business Machines Corporation
Name and Address of Customer

Branch Office Address:
Ammonk, New York 10504

Supplement to Agreement for Purchase of IBM Mach
(Continuation Sheet)

Branch Office No.:
Customer No.:
Reference Agreement No.:

TERMS AND CONDITIONS OF REFERENCED AGREEMENT FOR PURCHASE OF IBM MACHINES APPLY TO THE FOLLOWING:

Qty.	Machine Type	Model	Description	Serial (#) Number(s)	Qty. (Each Machine)	Feature	Number	From Model/ Feature Removal (A)	To Model/ Feature Addition (B)	Purchase Price (Unit Price)	Amount	Estimated Shipment Date
17	3287			E5389 E5380 E5387 E5388 E5377 E5375 E5376 E5392 E5390 E5379 E5392 E5383 E5382 E5384 E5385 E5391 E5376 C5112 C5110 C5116 C5127						3,612.00	61,404.00	
21	3287									2,379.00	49,959.00	

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DESCRIPTION OF EQUIPMENT NO. 57

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 57. 508-348

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

The equipment is as follows:

One (1) IBM 1403, Model N01, S/N: 92392
One (1) IBM 2502 Model A02, S/N: 13786
One (1) IBM 2821, Model 002, S/N: 23958
One (1) IBM 2914, Model 001, S/N: 11710
One (1) IBM 3203, Model 003, S/N: 14099
One (1) IBM 3274, Model A01, S/N: 10679
One (1) IBM 3276, Model 012, S/N: 40268
One (1) IBM 3276, Model 012, S/N: 51995
One (1) IBM 3276, Model 012, S/N: 52726
One (1) IBM 3276, Model 012, S/N: 65766
Three (3) IBM 3277, Model 002, S/N's: N1660, P3284, P3733
Two (2) IBM 3278, Model 002, S/N's: L8743, L8745
One (1) IBM 3287, Model 002, S/N: 38379
One (1) IBM 3287, Model 002, S/N: 66279
One (1) IBM 3777, Model 001, S/N: 11517

DESCRIPTION OF EQUIPMENT NO. 58

508 349

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 58.

USER DEPARTMENT/AGENCY: MARYLAND STATE DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
HEADQUARTERS ADDRESS: 6564 Reisterstown Road, Suite 310
Baltimore, MD 21215

The equipment is as follows:

One (1) IBM 4381, Model Q03 to Q14 Upgrade, S/N: 13162

508 350

DESCRIPTION OF EQUIPMENT NO. 59

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 59.

USER DEPARTMENT/AGENCY: MARYLAND RACING COMMISSION
DEPARTMENT OF LICENSING & REGULATION
HEADQUARTERS ADDRESS: 501 St Paul Place
Baltimore, MD 21201

QTY	DESCRIPTION
01	5970B Del = 08 wks FOB-Dest MSD INCL. MAINFRAME, TURBO, 120VAC/60HZ, 90 Day Warranty, Installn, Integ, w/HP5880, 5890 GC incl. (except GSA). (GC isn't installed or included). Must also order data system, software, and interface.
01	Option 080 FOB-Dest CAPILLARY DIRECT INTERFACE FOR HP 5880 series, includes heater, cable, temp. sensor and remote start. The HP 5880 starts the workstation computer/ controller.
01	Option 400 FOB-Dest ION GAUGE CONTROLLER
01	59970B Del = 08 wks FOB-Dest GC/MS-MSD WORKSTATIONS MUST SPECIFY computer and disc, may specify printer. Workstation installation included except GSA. 110V Power Std, specify other power cord if needed. Must also order S/W.
01	Option 110 Del = 08 wks FOB-Dest 1.2 MEMORY GC/MS-MSD COMPUTER. INCLUDES HP9816S with 1.2M RAM, tilt/swivel and cabling. Requires 59974F software.

QTY	DESCRIPTION
01	Option 200 Del = 08 wks FOB-Dest 15 MBYTE DISC STORAGE USING HP9133D WIN- CHESTER disc drive with 3.5 inch double sided flexible disc as backup. Includes cabling and spare discs. Requires media option 632 on software.
01	Option 300 Del = 08 wks FOB-Dest THINKJET PRINTER (HP2225A). INCLUDES cabling and paper. Recommended but not required with 59970B.
01	59974F Del = 08 wks FOB-Dest. GC/MS-MSD OPERATING AND APPLICATION S/W for 59970B option 110. For use with any GC-MSD, 5995C GC/MS or 5988A GC/MS. Must have 1.2M RAM to operate. Must specify media option.
01	Option 632 FOB-Dest GC/MS-MSD SOFTWARE PROVIDED ON DOUBLE sided 3.5 inch flexible disc media for backup copy. For use with 9133D disc drive. Requires 1.2M RAM to operate.
01	59973A FOB-Dest NBS REV E LIBRARY DATA BASE. INCLUDES eleven subsats. Ten most significant mass peaks format. Requires non-dis- closure agreement. Requires format option 022 or 630.
01	Option 632 FOB-Dest LIBRARY DATABASE SOFTWARE BACKUP ON 3.5 in double sided flexible disc media. For use with 9133D disc drive.

DESCRIPTION OF EQUIPMENT NO. 60

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 60.

USER DEPARTMENT/AGENCY: DEPARTMENT OF MARYLAND ENVIRONMENTAL SERVICES
Department of Natural Resources
HEADQUARTERS ADDRESS: Tawes State Office Bldg., 580 Taylor Ave.
Annapolis, MD 21401

The equipment is:

One (1) Royal Model 365 Shredder/Mixer, S/N: 365-579

The shredder is used to mulch leaves in order to limit land-fill space.

DESCRIPTION OF EQUIPMENT NO. 61

BOOK 508 PAGE 353

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 61.

USER DEPARTMENT/AGENCY: DEPARTMENT OF LEGISLATIVE REFERENCE
Legislative Services Building, Room 123
HEADQUARTERS ADDRESS: 90 State Circle
Annapolis, MD 21401

The equipment consists of:

Two (2) Intel Corporation; TPS 86/445 Micro Computers to be used for the processing of legislative bills.

DESCRIPTION OF EQUIPMENT NO. 62

508 354

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 62.

USER DEPARTMENT/AGENCY: MARYLAND PUBLIC TELEVISION
Maryland Center for Public Broadcasting
HEADQUARTERS ADDRESS: 11767 Bonita Avenue
Owings Mills, MD 21117

(SEE ATTACHMENT)

MARYLAND PUBLIC TELEVISION

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AGENCY HEADQUARTER ADDRESS: Maryland Center for Public Broadcasting
11767 Bonita Avenue
Owings Mills, MD 21117

Equipment Use - All equipment is used for broadcast operations,
including remote production capabilities and editing.

DESCRIPTION OF EQUIPMENT

<u>Qty.</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Description</u>	<u>Price</u>
7	VPR-3	1651861, 2641483 1651859, 1651864 1651857, 1651850 1651849	VTR's	\$812,912.00
2	BVU 800	22275, 22279	Video Cassette Recorder	\$23,020.00
1	BK 803	none	Control Panel Case	222.00
1	802	"	Extender cable	316.00
1	804	"	Blank panel	46.00
3	VPR-3	4251017, 4351023 4351029	VTR's	\$314,230.00
2	BVU 800 Editing Suite, Sony	22472, 22537	Sony Editing Suite	\$23,883.20 total
1	Elcon Model EA-254	09062		\$21,050
1	Taber Model 1500 H	0008		6,050
1	Image Video 70x48	09061	Routing Switcher audio-only	38,800
6	Image Video 4201IF	09064, 09065, 09066 09067, 09068, 09069	Interface Units	4,800
1	part # 1386221-010		Kit for VTR's	\$605.00
3	Delivery-VPR3/TBC3	Part # Special		900.00
4	Type C Maint Tools	1467850-010		10,400.00
1	200R 2D/AP2600	116, 138, 162, 144	Microwave	\$47,267.10
				partial payment only - total price \$463,680.00
2	CM10906	1GBCM1522GB162798 1GBCM1523GB162616	1986 Chevrolet Astro Mini-VAns	\$9722.00 each
3	(see packing slips)		TV Still Store Systems	\$98,496.00
1			TV Still Store Library	
1	200R2D, AP2600	128, 140, 164, 146, 11042, 11046, 257, 258, 43525, 43526 and notes	Remote Microwave System - Receive Antenna System	\$83,936.10
1	part # 1430660-040		Intelligent Line C	\$2,500.00
1	" 1430836-010		Audio Kit-4 Ace	1,670.00

MARYLAND PUBLIC TELEVISION
 (page 2)
 DESCRIPTION OF EQUIPMENT

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<u>Qty.</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Description</u>	<u>Price</u>
1	Model 100 Basic System	60906,60904	Master Control Switcher	\$19,790.00
1	200R2D,Ap2600	128, 140	Remote Microwave System	\$3,150.00
1	Ford E-350	059	Antenna	\$50,039.10
1		1FDHS34LOGHB12193 051,103,121,020 11044/5,11130	Custom Microwave Remote Vehicle	54,000.00
1	494	B010680	Spectrum Analyzer	\$42,298.15
1	ANX100-93	61018	Remote Fader Cntro/Audio Level M	\$1,000.00
1		B093619,B023292 B041428	Spectrum Analyzer	\$20,016.00
				Partial shipment
		Partial Payment	VTR's	\$12,680.00
3	1TK17	B021248,B021240 B021238	Tektronix Portable Oscilloscopes	\$8,835.00
1		047,035,028,168,034,11047 049,036,029,169,035,11052	Microwave- Partial Paymt.	\$ 186,239.70
1			Microwave - Final Payment	\$ 46,368.00
	VPR3/TBC3		Partial Payment - VTR's	\$17,800.00
1		B032877, B500909, 0202315	Distortion analyzer, oscillator, power module	\$ 5,831.15
1	BK 806		Time Code Board	\$1,628.00
1	DXC 3000K	DXC - 10140	Sony 3 Chip Color Camera	\$6,637.00
1	VO 6800	VO6800-15793	Sony Portable Recorder	4,164.00
	BCIWA 18677, 80, CMA8/18931 OCO 50 - 5068183,BTS700-KA514666 ANT PP14-36371,67 RM 680 10249, C74 22391, 4138, 4169, 4130, 4052,4211,4053		Support Equipment	8,314.00

DESCRIPTION OF EQUIPMENT NO. 63

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 63.

USER DEPARTMENT/AGENCY: EXECUTIVE DEPARTMENT
 HEADQUARTERS ADDRESS: Room H2, State House
Annapolis, MD 21404

The equipment is as follows:

Qty	Machine Type	IBM Plant Order or Serial Number (*)	Model or Features	Description
1	5360	12VZS2	B24 1006 4900	256K Magazine 400 MB Add'l Storage Work Con't Ex.
13	3180	12VZTB 12VZTC 12VZTD 12VZTF 12VZTG 12VZTH 12VZIJ 12VZTK 12VZTL 12VZTM 12VZTN 12VZTP 12VZTQ	210 9799	Display Station Warranty Option
1	5224	12VZTR	002 9501 9567	Printer 85 Char. EBCDIC S/36 Printer
1	4214	12VZIS	002	Printer
1	5160	12VMGX	078 1003 1013 4900	PC XT w/two 360KB Memory Module Kit Memory Expand-O Monoch Disp & Prtr Ad
1	5151	12VMGY	001	Monochrome Display
1	5201	12VMGZ	001 5612 2640	Quietwriter Printer Parallel Prtr Cable Sheetfeed

Qty.	Machine Type	IBM Plant Order or Serial Number (*)	Model or Feature	Description
4	5219	12VZTI	D02	Printer
		12VZTV	2956	Printwheel EBCDIC-A
		12VZTW	7875	Front Exit Sheetfeed
		12VZTX	9050	Cable
			9565	Attach S/36
1	5170	12VKVN	099 4900	PC AT 512KB Memory Mono Disp/Printer Ad
1	5151	12VKVP	001	Monochrome Display
1	5201	12VKVQ	001 5612 7840	Quietwriter Printer Parallel Prt Cab Sheetfeed

DESCRIPTION OF EQUIPMENT NO. 64

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 64.

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USER DEPARTMENT/AGENCY: STATE BOARD OF HIGHER EDUCATION
 HEADQUARTERS ADDRESS: 16 Francis Street, 3rd Floor
Annapolis, MD 21401

Equipment is as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	32542BH, Upgrade to Series 42 (\$36,000.00 ea)
1	Option 607, Credit for Series 30 (-\$3,400.00 ea)
2	30161A, 1 MB Series 39 (\$12,000.00 ea)
1	9895A, Dual Drive Master Disc (\$5,910.00 ea)
1	Option 010, Single Drive Master Disc (-\$1,330.00 ea)
1	10833B, 2 Meter HP-IB (\$91.00 ea)
1	30020AN, Return Credit (-\$1,800.00 ea)
1	2628A, Multifunctional Terminal (\$3,195.00 ea)
1	Option 306, US Modem Cable (\$79.00 ea)
1	Option 061, Green CRT (\$50.00 ea)
1	Option 523, Graphics (\$640.00 ea)
3	30022A, GIC (\$450.00 ea)
3	Option 040, Specifies Series 39/40/42 (\$0.00 ea)

EQUIPMENT INFORMATION

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STATE BOARD OF HIGHER EDUCATION

(Page Two)

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	32120M T-T-C HPWORD (\$3,500.00 ea)
1	36561A, HPSPELL (\$3,500.00 ea)
1	32132M, R-T-C HP LISTKEEPER (\$1,400.00 ea)
1	32111M, R-T-C BASIC (\$1,025.00 ea)
1	32110M, BUS. GRA. PKG. RTC (\$7,500.00 ea)
1	30273A, ATP Direct Exp. Pkg. (\$7,510.00 ea)
1	Option 002, Replace 4 Ports, RS232 (\$0.00 ea)
1	Option 042, Cable (\$0.00 ea)
1	30145A, ATP Direct Controller (\$6,530.00 ea)
1	Option 002, Replace 4 Ports, RS232 (\$0.00 ea)
1	Option 042, Cable (\$0.00 ea)
3	13266E, Dir. Conn. Type 422 (\$125.00 ea)
1	Option 001, For 2624B/2626A (\$0.00 ea)
3	13222P, HP Direct Connect (\$80.00 ea)
1	30018AN, 30018A Return Credit
1	30019AN, 30019A Return Credit
1	30079A, GIC (\$1,900.00 ea)
1	Option 040, GIC Cable (\$0.00 ea)
1	2688A, Laser Printer (\$29,950.00 ea)
1	Option 340, HP 3000 39/40/42 (\$0.00 ea)

DESCRIPTION OF EQUIPMENT NO. 65

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 65.

USER DEPARTMENT/AGENCY: STATE BOARD OF HIGHER EDUCATION
 HEADQUARTERS ADDRESS: 16 Francis Street, 3rd Floor
Annapolis, MD 21401

Equipment is as follows:

<u>QUANTITY</u>	<u>PRODUCT DESCRIPTION</u>
2	2623A, GRAPHICS TERMINAL (\$ 3,250.00 EA.)
2	OPTION 202, LINE DRAWING (\$ 105.00 EA.)
2	OPTION 061, GREEN CRT (\$ 50.00 EA.)
2	OPTION 301, MODEM CABLE (\$ 79.00 EA.)
1	7475A, GRAPHICS PLOTTER (\$ 1,895.00 EA.)
1	OPTION 001, RS-232 (\$ 0.00 EA.)
1	17455A, INTERCONNECTION CABLE (\$ 75.00 EA.)
4	2628A, MULTIFUNCTIONAL TERMINAL (\$ 3,195.00 EA.)
4	OPTION 401, TILT & SWIVEL (\$ 50.00 EA.)
4	OPTION 301, MODEM CABLE (\$ 79.00 EA.)
4	OPTION 061, GREEN CRT (\$ 50.00 EA.)
4	OPTION 523, GRAPHICS (\$ 640.00 EA.)
1	2601A, DAISEYWHEEL PRINTER (\$ 3,520.00 EA.)

EQUIPMENT INFORMATION

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STATE BOARD OF HIGHER EDUCATION

(Page Two)

<u>QUANTITY</u>	<u>PRODUCT DESCRIPTION</u>
1	26010D, SHEET FEEDER (\$ 2,290.00 EA.)
7	2628A, MULTIFUNCTION TERMINAL
1	OPTION 242, 13242G CABLE (\$ 0.00 EA.)
7	OPTION 301, MODEM CABLE (\$ 79.00 EA.)
7	OPTION 061, GREEN CRT (\$ 50.00 EA.)
7	OPTION 401, TILT AND SWIVEL (\$ 50.00 EA.)
6	2602A, CPS PRINTER (\$ 1,545.00 EA.)
6	13242G, RS-232 CABLE (\$ 69.00 EA.)

DESCRIPTION OF EQUIPMENT NO. 66

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 66.

USER DEPARTMENT/AGENCY: ST. MARY'S COLLEGE
HEADQUARTERS ADDRESS: St. Mary's College of Maryland
St. Mary's City, Maryland 20686

AMENDMENT NO. A-16

One (1) SV-BXEDB-GX, Standard System 11/750 w/RAB1/TU80
120/60 Digital Computer

DESCRIPTION OF EQUIPMENT NO. 67

BOOK 508 PAGE 364

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 67.

USER DEPARTMENT/AGENCY: ST. MARY'S COLLEGE
HEADQUARTERS ADDRESS: St. Mary's College of Maryland
St. Mary's City, Maryland 20586

AMENDMENT NO. A-17

One (1) DZ-11-DP
One (1) LP32-EB
One (1) RUAB0-UA
Twelve (12) VTZZ0-A
Twelve (12) VTZZK-AA

DESCRIPTION OF EQUIPMENT NO. 68

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 68.

USER DEPARTMENT/AGENCY: ST. MARY'S COLLEGE
 HEADQUARTERS ADDRESS: St. Mary's College of Maryland
St. Mary's City, Maryland 20686

The equipment is:

QUANTITY	MODEL #	SERIAL #	DESCRIPTION
8	Northern Telecom Meridian SL1-N		Loop Signalling Trunk Card
6			Digitone Receivers
1			ASY Interface Line Card
25			M2009 Telephones (Voice Only)
125			M2009 Telephones (Voice/Data)
1			Battery Distribution Box
2			ASY Interface Modules
603			2500 Telephones
1			Console w/Handset
1			Data Modem
1			Software per Specs
1			Batteries (2 Hours)
1			Techtran 9551
1			Techtran 515 CR Formatter
1			Techtran Automatic Update Svc.
1			SL1 Line Card
1			SL1 Telephones
2			SL1 Digit Display Telephone
1			Cabled Locations
319			Equity III KSU w/ 8 Telephones
1			Dorm Rooms Cross Connected
412			Recabled Jacks in Dorms
25			Power Failure Card & Phones
8			Tie Trunk Card (Marcom)
1			

CONTEL

SCHEDULE A
LISTING OF EQUIPMENT

QUANTITY	MODEL	SERIAL #	DESCRIPTION
2	Northern Telecom Meridian SL1-N		10 v Converter Pack
1			30 v Converter Pack
3			48 v Regulator
1			Network Shelf (LH Mount)
1			Network Shelf (RH Mount)
1			Tone & Digit Switch
2			Conference Card
2			5/12v Converter Pack
2			Cooling Unit
2			Dual Port SDI
2			SDI Cable
4			Network Cards
8			DTI Package Assembly
2			PE Cabinet Assembly
1			Peripheral Shelf Assembly
13			Connector Cable
13			SL-1 Console Card
1			Integrated Serv. Digital Card
21			2500 Line Card
77			CO/WATS/FX Trunk Card
5			

DESCRIPTION OF EQUIPMENT NO. 69

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 69.

USER DEPARTMENT/AGENCY: JUDICIARY OF MARYLAND

HEADQUARTERS ADDRESS: ADMIN. OFFICE OF THE COURTS, COURT OF APPEALS BLDG.

P. O. BOX 431, ANNAPOLIS, MD 21404

The equipment is as follows:

Qty.	Machine Type	IBM Plant Order or Serial Number (*)	Model or Feature	Description
1	5360	35275 *	B23	256K Magazine 200MB
1	5262	14040 *	001	Line Printer
1	5291	DL120 *	200	Display Station
1	5360	35161 *	B24	256K Magazine 400MB
1	5224	65739 *	001	Printer
2	3180	19QTHX	210	Display Station
		19QTHY		
1	3274	H4106 *	D41	Control Unit
1	3725	838WLZ	001	Communication Controller
1	3727	838WMB	700	Operator Console
1	3278	175XQM	A02	Display Console
1	3279	17HTFF	02X	Display
1	5150	17900	176	IBM PC W/2 Dualsided
1	5151	60342 *	001	Monochrome Display
1	4201	21714 *	001	Proprinter
1	5150	20HVKM	166	PC 256K W/1 Dualsided
1	5151	20HVKN	001	Monochrome Display
1	5223	20HVKP	001	Wheelprinter
1	5727	EB719	WP1	
1	5727	EB720	WP2	
1	5727	19QTZP	WS1	
1	5727	EH996	QU1	
1	5727	EH997	WP1	
1	5727	EH998	WP2	
1	5727	19QTJD	WS1	
1	5870	20BBCJ	LLA	
1	5875	20BBCK	MMA	
1	5870	20HVKQ	LLA	
1	5727	ED229 *	SS1	
1	5727	EB718 *	SS1	
1	5727	EB717 *	RC1	

DESCRIPTION OF EQUIPMENT NO. 70

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 70.

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USER DEPARTMENT/AGENCY: JUDICIARY OF MARYLAND

HEADQUARTERS ADDRESS: ADMIN. OFFICE OF THE COURTS, COURT OF APPEALS BLDG.
P. O. BOX 431, ANNAPOLIS, MD 21404

The equipment consists of the following:

Two (2) IBM 3380, S/N's: 13RXGM & 18KYRD, Model AE4, (Direct Access Storage)

Six (6) IBM 3380, S/N's: 13RXGN, 13RXGP, 13RXGQ, 18KYRF, 18KYRG, 18KYRH, Model BE4 (Direct Access Storage)

Two (2) IBM 3880, S/N's: 754YUG & 18KYRC, Model D23 (Storage Control)

DESCRIPTION OF EQUIPMENT NO. 71

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 71.

508 369

USER DEPARTMENT/AGENCY: JUDICIARY OF MARYLAND

HEADQUARTERS ADDRESS: ADMIN. OFFICE OF THE COURTS, COURT OF APPEALS BLDG.
P. O. BOX 431, ANNAPOLIS, MD 21404

The equipment is as follows:

Qty.	Machine Type	IBM Plant Order or Serial Number (*)	Model or Feature	Description
1	3083	17SXQH	EX2 1545 1560	Improved Model, E24 Channel Group 1st Add. Console Table
1	3082	17SXQJ	X16	Improved Model 016
1	3089	17SXQK	001	Power Unit
1	3087	17SXQL	001	Coolant Dist. Unit
1	3480	754ZZX	A22	Control Unit
3	3480	754ZZZ 13SDDQ 754ZZY	B22	Magnetic Tape Unit
1	4248	754YTY	001 3751	Printer 36 Additional Print Position
1	3727	755AAB	700	Operator Console
1	3725	755AAA	001	Communications Controller
1	5665	22XQXT	267	Information Access Version
1	5665	22XQXV	274	RMF Version 3
1	5665	22XQXW	280	ACF/VTAM V2-OS/VS2
1	5665	22XQXX	284	MVS/XA Data Facility Prog
1	5665	22XQXY	285	TSO Extentions for MVS/3
1	5665	22XQXZ	290	DISOSS Version 3-MVS
1	5665	22XQUB	317	ISPF/PDF for MVS
1	5665	22XQYC	319	ISPF Dialog Manager
1	5668	22XQYP	949	EMP/E for OS/VS2 & OS
1	5668	22XQYN	947	NCCF
1	5668	22XQYQ	958	VS COBOL II Comp Library
1	5668	22XQYR	962	Assembler HV2R1
1	5668	22XQYS	966	Service Level Recorder Ver 2
1	5735	22XQYT	XXA	ACF/SSP Version 2
1	5735	22XQYV	XX9	ACF/NCP Version 2
1	5735	22XQYW	Y06	MVS/SP Version 2 - JES2

EQUIPMENT INFORMATION

JUDICIAL INFORMATION SYSTEMS

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Qty.	Machine Type	IBM Plant Order or Serial Number (*)	Model or Feature	Description
1	5665	22XQYD	321	Network Proc Det APP/MVS
1	5665	22XQYH	330	Personal Services/370 MVS
2	5665	22XQYJ	333	Network Perf Monitor MVS
1	5665	22XQYK	952	Information/System V2
1	5665	22XQYL	953	Information/Management
1	5668	26JKKC	856	IMS/VS System Utilities
			4738	Full Funct. Space Mgmt
			4739	High Speed Sequential R
			4740	DBD/PSB Mapper
1	5740	22XQZC	XX1	CICS/OS/VS
1	5668	25ZFTC	915	DSX Version 3
1	5798	25ZFTF	DGN	Spool Display & Srch
1	5798	25ZFTG	DQD	Cache RMF Reporter

DESCRIPTION OF EQUIPMENT NO. 72A, B

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 72A, 72B.

USER DEPARTMENT/AGENCY: JUDICIARY OF MARYLAND

HEADQUARTERS ADDRESS: ADMIN. OFFICE OF THE COURTS, COURT OF APPEALS BLDG.
P. O. BOX 431, ANNAPOLIS, MD 21404

The equipment is as follows:

Serial Type	Model/Feature	Description
1-3360✓	B24	256K Magazine 400MB
10-5291✓	001	Display Station
1-3262✓	C01	Printer
1-8809	C01	Magnetic Tape Unit
4-5251	012	Display Station
2-3225	001	Printer
1-5224✓	001	Printer
4-5219✓	D02	Printer

DESCRIPTION OF EQUIPMENT NO. 73A, B, C, D, & E

508 FILE 372

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 73A, B, C, D, & E

USER DEPARTMENT/AGENCY: DEPARTMENT OF ASSESSMENTS & TAXATION
 HEADQUARTERS ADDRESS: 301 W. Preston St., Room 806
Baltimore, MD. 21201

ACCOUNT NO. 227872-01

Lease expires 3/31/86 (Located Baltimore City)

<u>Model</u>	<u>S/N</u>	<u>Description</u>
2141	18251	Charter Printer
2141	18252	Charter Printer
2192	55916	Operator Station (Monitor)
2192	55917	Operator Station (Monitor)
2192	55918	Operator Station (Monitor)
8701	61117	Word Processor
8747	61117	EM 3274 SNA
8750	61117	Multi-Program
2102	61117	Controller
2144	1575	Matrix Printer
2192	43587	Operator Station (Monitor)
2192	43588	Operator Station (Monitor)

DESCRIPTION OF EQUIPMENT NO. 74A, B

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 74A, B

508 1415373

USER DEPARTMENT/AGENCY: DEPARTMENT OF ASSESSMENTS & TAXATION
HEADQUARTERS ADDRESS: 301 W. Preston St., Room 806
Baltimore, MD. 21201

ACCOUNT NO. 227327-22

Lease expires 1/31/88 (Located Baltimore City)

<u>Model</u>	<u>S/N</u>	<u>Description</u>
2102	60853	Controller
2144	1277	Matrix printer
2192	40995	Operator Station
2192	40996	Operator Station
2192	40997	Operator Station
2192	40998	Operator Station
2192	40999	Operator Station
2192	41000	Operator Station
8750	60853	Multi-Program

DESCRIPTION OF EQUIPMENT NO. 75

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 75.

USER DEPARTMENT/AGENCY: DEPARTMENT OF ASSESSMENTS & TAXATION

HEADQUARTERS ADDRESS: 301 W. Preston St., Room 806

Baltimore, MD. 21201

ACCOUNT NO. 227827-23

Lease expires 8/31/90 (Located Anne Arundel County)

<u>Model</u>	<u>S/N</u>	<u>Description</u>
2103	50758	Controller
2144	2322	Matrix Printer
2192	52790	Operator Station

DESCRIPTION OF EQUIPMENT NO. 76 A, B

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 76A, B

USER DEPARTMENT/AGENCY: DEPARTMENT OF ASSESSMENTS & TAXATION

HEADQUARTERS ADDRESS: 301 W. Preston St., Room 806
Baltimore, MD. 21201

ACCOUNT NO. 227827-24

Lease expires 5/31/88 (Located Baltimore City)

<u>Model</u>	<u>S/N</u>	<u>Description</u>
2103	31678	Controller
2144	1748	Matrix Printer
2182	2334	Mag Tape Unit
2192	44722	Operator Station
2192	44723	Operator Station
2192	44724	Operator Station
2192	44725	Operator Station
2192	44726	Operator Station
2192	44727	Operator Station
2192	44728	Operator Station
2192	44729	Operator station
9721	31678	MOBOL-96K
8750	31678	Multi-Program

DESCRIPTION OF EQUIPMENT NO. 77

508 376

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 77.

USER DEPARTMENT/AGENCY: DEPARTMENT OF ASSESSMENTS & TAXATION
HEADQUARTERS ADDRESS: 301 W. Preston St., Room 806
Baltimore, MD. 21201

ACCOUNT NO. 227827-25

Lease expires 8/31/90 (Located Montgomery County)

<u>Model</u>	<u>S/N</u>	<u>Description</u>
2103	50757	Controller
2144	2320	Matrix Printer
2192	51413	Operator Station
2192	51414	Operator Station

DESCRIPTION OF EQUIPMENT NO. 78

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Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 78.

USER DEPARTMENT/AGENCY: DEPARTMENT OF HUMAN RESOURCES
HEADQUARTERS ADDRESS: 1100 N. Eutaw Street
Baltimore, MD 21201

(SEE ATTACHMENT)

STATE OF MARYLAND
 DEPARTMENT OF HUMAN RESOURCES

EQUIPMENT INFORMATION

(milk)

AGENCY HEADQUARTER ADDRESS:

1100 N. Eutaw Street
 Baltimore, MD 21201

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MODEL	VER	SERIAL	DESCRIPTION
2103		31032	CONTROLLER
1144		1	FEATURE
163		6	FEATURE
163		7	FEATURE
163		8	FEATURE
163		9	FEATURE
195		2	FEATURE
2171		2	FEATURE
2103		31032	CONTROLLER
2103		31843	CONTROLLER
2103		32267	FEAT 1021
2103		32267	FEAT 344
2103		32267	FEAT 244
2103		32267	CONTROLLER
2103		32267	CONTROLLER
2103		32268	CONTROLLER
2103		32268	CONTROLLER
2103		32268	CONTROLLER
2103		32364	CONTROLLER
2102		60197	CONTROLLER
144		1	FEATURE
163		6	FEATURE
105		2	FEATURE
2102		A 60844	CONTROLLER
144		1	FEATURE
163		6	FEATURE
163		7	FEATURE
163		8	FEATURE
194		1	FEATURE
195		1	FEATURE
0195		2	FEATURE
1144		1	FEATURE
2102		A 60845	CONTROLLER
144		1	FEATURE
163		6	FEATURE
163		7	FEATURE
163		8	FEATURE
194		1	FEATURE
195		1	FEATURE
195		2	FEATURE
1144		1	FEATURE

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES

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(Am/c)

EQUIPMENT INFORMATION

MODEL	VER	SERIAL	DESCRIPTION
2102		A60846	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		1	FEATURE
2102		A60847	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		1	FEATURE
2102		A60849	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		1	FEATURE
2102		A60851	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		1	FEATURE
2102		A60852	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		1	FEATURE
2102		60936	CONTROLLER
144		1	FEATRUE
2102		60936	FEAT 00163
2102		60936	FEAT 00195
2102		60937	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		60938	CONTROLLER
163		6	FEATURE
195		2	FEATURE
244		1	FEATURE
344		1	FEATURE
2102		60938	FEAT 00195
2102		60938	FEAT 01164
2102		60939	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		60940	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		60940	FEAT 00195
2102		60940	FEAT 01144
2102		60940	FEAT 01164

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES

(inv) 508 380

EQUIPMENT INFORMATION

<u>NO</u>	<u>MODEL</u>	<u>YER</u>	<u>SERIAL</u>	<u>DESCRIPTION</u>
2102			60942	CONTROLLER
144			1	FEATURE
163			6	FEATURE
195			2	FEATURE
2102			60942	FEAT 01164
2102			60943	CONTROLLER
1144			1	FEATURE
2102			60943	FEAT 00163
2102			60943	FEAT 00195
2102			60944	CONTROLLER
144			1	FEATURE
163			6	FEATURE
163			7	FEATURE
194			1	FEATURE
195			2	FEATURE
195			3	FEATURE
1144			1	FEATURE
2102			60944	FEAT 00163
2102			60948	CONTROLLER
144			1	FEATURE
163			6	FEATURE
195			1	FEATURE
2102			60948	CONTROLLER
1144			1	FEATURE
2102	19		60977	CONTROLLER
163			6	FEATURE
195			2	FEATURE
1144			1	FEATURE
2102			60978	CONTROLLER
144			1	FEATURE
163			6	FEATURE
195			2	FEATURE
2102			60978	FEAT 00195
2102			60978	FEAT 01164
2102			60979	CONTROLLER
144			1	FEATURE
163			6	FEATURE
195			2	FEATURE
2102			60980	CONTROLLER
144			1	FEATURE
163			6	FEATURE
195			2	FEATURE

STATE OF MARYLAND
 DEPARTMENT OF HUMAN RESOURCES

(mink) 588-381

EQUIPMENT INFORMATION

MODEL	VER	SERIAL	DESCRIPTION
2102		60980	CONTROLLER FEATURE 244 344 478 2975 2978
2102		60981	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		60981	FEAT 00195
2102		60981	FEAT 01164
2102		60982	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		60982	FEAT 00195
2102		60982	FEAT 01144
2102		60982	FEAT 01164
2102		1461071	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61071	CONTROLLER FEATURE 144, 194 163, 195
2102		61076	F163 Controller F195 F244 F344
2102		61076	CONTROLLER
1144		1	FEATURE
2102		61076	CONTROLLER
2102		61076	CONTROLLER
2102		61076	FEAT 163
2102		61076	FEAT 168
2102		61076	FEAT 195
2102	17/17	61077	CONTROLLER
144		1	FEATURE
2102		61077	FEAT 00163
2102		61077	FEAT 00195
2102		61077	FEAT 01144
2102		61077	FEAT 01976

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES

(mkk)

EQUIPMENT INFORMATION

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MODEL	YER	SERIAL	DESCRIPTION
2102		A61079	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
144		1	FEATURE
2102		61080	FEAT 00163
2102		61080	FEAT 00195
2102		61080	FEAT 01144
2102		61080	FEAT 01194
2102		61080	FEAT 00163
2102		61080	FEAT 00195
2102		61080	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
144		1	FEATURE
2102	17/96	61081	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61081	FEAT 01144
2102		61081	FEAT 01076
2102		61081	FEAT 00163
2102		61081	FEAT 00195
2102		61081	FEAT 01194
2102	17/9	61083	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61083	FEAT 01144
2102		61083	FEAT 01976
2102		61086	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61086	CONTROLLER
2102		61086	CONTROLLER
2102		61086	CONTROLLER
2102		61087	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61087	CONTROLLER
2102		61087	CONTROLLER
2102		61087	CONTROLLER

STATE OF MARYLAND
 DEPARTMENT OF HUMAN RESOURCES
 EQUIPMENT INFORMATION

(Mile)
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MODEL	VER	SERIAL	DESCRIPTION
2102	A	61088	CONTROLLER
344		1	FEATURE
1244		1	FEATURE
2102		61089	FEAT 01144
2102		61089	FEAT 01976
2102	17/A	61089	CONTROLLER
163		6	FEATURE
195		2	FEATURE
244		1	FEATURE
344		1	FEATURE
244		2	FEATURE
2102		61091	CONTROLLER
1144		1	FEATURE
2102		61091	CONTROLLER
2102		61092	CONTROLLER
144		1	FEATURE
163		6	FEATURE
163		7	FEATURE
163		8	FEATURE
194		1	FEATURE
195		2	FEATURE
195		3	FEATURE
1144		1	FEATURE
2102		61092	CONTROLLER
2102	A	61094	CONTROLLER
144		1	FEATURE
163		6	FEATURE
163		7	FEATURE
194		1	FEATURE
195		2	FEATURE
105		2	FEATURE
2102		61095	CONTRTOLLER
244		1	FEATURE
344		1	FEATURE
244		2	FEATURE
2102		61095	FEAT 01144
2102		61095	FEAT 01976

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES

(nrle)

EQUIPMENT INFORMATION

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MODEL	YR	SERIAL	DESCRIPTION
2102		61095	FEAT 00195
2102		61095	FEAT 00163
2102		61095	FEAT 00195
2102		61096	CONTROLLER
244		1	FEATURE
344		1	FEATURE
344		2	FEATURE
2102		61096	FEAT 00163
2102		61096	FEAT 00195
2102		61096	FEAT 00163
2102		61096	FEAT 00195
2102		61097	FEAT 01144
2102		61097	FEAT 01976
2102		61098	CONTROLLER
144		1	FEATURE
2102		61098	CONTROLLER
2102		61098	CONTROLLER
2102		61098	CONTROLLER
2102		61098	FEAT 163
2102		61098	FEAT 195
2102		61099	CONTROLLER
144		1	FEATURE
2102		61099	FEAT 00163
2102		61099	FEAT 00195
2102		61099	CONTROLLER
2102		61099	CONTROLLER
2102		61099	CONTROLLER
2102	n/a	61100	CONTROLLER
144		1	FEATURE
2102		61100	FEAT 00163
2102		61100	FEAT 00195
2102	n/a	61101	CONTROLLER
144		1	FEATURE
2102		61101	FEAT 00163
2102		61101	FEAT 00195
2102		61101	CONTROLLER
2102		61101	CONTROLLER
2102		61101	CONTROLLER
2102	n/a	61103	CONTROLLER
144		1	FEATURE

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
EQUIPMENT INFORMATION

(male)

508 385

MODEL	YER	SERIAL	DESCRIPTION
2102		61114	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
1144		1	FEATURE
2102		61114	CONTROLLER
2102		61116	CONTROLLER
144		1	FEATURE
163		6	FEATURE
195		2	FEATURE
2102		61116	CONTROLLER
2102		61116	CONTROLLER
2102		61116	CONTROLLER
2102		61071	CONTROLLER

DESCRIPTION OF EQUIPMENT NO. 79

Attached to and made a part of the Certificate of Acceptance under that certain Equipment Lease/Purchase Agreement dated as of December 30, 1986 by and between Maryland National Leasing Corporation, as lessor and State of Maryland, as lessee. This Description of Equipment relates to Schedule No. 79.

USER DEPARTMENT/AGENCY: Department of Health & Mental Hygiene

HEADQUARTERS ADDRESS: 201 West Preston Street, 5th Floor
Baltimore, MD 21201

The equipment is as follows:

One (1) IBM System 36 - Serial #41618

- 8 - PC Systems
- 38 - Terminals
- 6 - Pro-Printers
- 2 - Line Printers
- 1 - Streaming Tape Drive
- 2 - Modems

1450

508 387

206147

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Pamela J. and David Sagal, The Amigo Co., Inc. T/A P.J. Tickles
(Name or Names)
2840 Solomon Island Rd. Edgewater, Md. 21037
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Eklof & Company, Inc.
(Dealer's Name)
612 Washington Blvd., Baltimore, Md. 21230
(Dealer's Address—Street No., City, County, State)

RECORD FEE 14.00
FEB 11 1987

ASSIGNEE OF SECURED PARTY:
THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

TB

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	Invoice #56393				
	Invoice #56146				

2. If above described personal property is to be affixed to real property, describe real property:

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration \$ _____

Dated this 13th day of January, 1987

Witness:
Donna E. Raleigh
Donna E. Raleigh

Pamela J. Sagal Debtor
Signs
Pamela J. Sagal, The Amigo Co., Inc. Debtor
T/A P.J. Tickles Signs
David Sagal Debtor
Signs
David Sagal, The Amigo Co., Inc. Debtor
T/A P.J. Tickles Signs

Attest:
Geraldine Sparks
Geraldine Sparks

Harry S. Eklof, Jr. Secured Party
Harry S. Eklof, Jr., President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

1450

Filed to Registrar

FINANCING STATEMENT

BOOK 508 PAGE 300

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

266150

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: David Hare Photographers, Limited
(Name or Names—Last Name First)
7433 Baltimore-Annapolis Boulevard, N.E., Glen Burnie, Maryland 21061
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

"All property, and equipment of Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor."

RECORDS FEE 11.00
POSTAGE .50

430541 0345 001 715-36

TB

FEB 11 87

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: 7,200.00
Seven Thousand and Two Hundred Dollars

8. Filed with: The Clerk of The Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 18th day of September, 19 86

DEBTOR:
[Signature]

SECURED PARTY:
THE BANK OF GLEN BURNIE
By: [Signature]
Craig C. Curtin (Title)
Assistant Vice President

By: _____
(Title)

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

1850

Mailed to Secured Party

FINANCING STATEMENT

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated January 7, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any) N/A

For Filing Officer Use	
File No.	
Date & Hour	<u>2061 13</u>

BOOK 508 PAGE 358

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
--	-----	--------	------	-------	-----

Sub-Air, Inc. T/A S.A.I. & Associates
216 Najoles Road
Millersville, MD 21108

Name of Secured Party or assignee	No.	Street	City	State	Zip
-----------------------------------	-----	--------	------	-------	-----

Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814

RECORD FEE 12.00
POSTAGE .50
FEB 11 1987

TB

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

(If affixed to realty—state value of each article)

CHECK LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 8I, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is _____

Debtor(s) or assignor(s)
Sub-Air, Inc. T/A S.A.I. & Associates

Secured Party or assignee
Dominion Bank of Maryland,
National Association (Seal)
(Corporate, Trade or Firm Name)

BY: Brian J. Schoenmaker
Brian J. Schoenmaker, President

BY: Donald W. Mowbray, A.V.P.
Signature of Secured Party or Assignee

BY: Linda L. Schoenmaker
(Type or print name under signature)
Linda L. Schoenmaker, Secretary

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

Dominion Bank of Maryland, NA
Attn: Commercial Loan Div.
7220 Wisconsin Avenue

RETURN TO:

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ <u>0</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated January 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
 Name Alfred R. Ludvigsen
 Address 8553 Bay Road; Riviera Beach, MD 21137

2. SECURED PARTY
 Name Snap-on Tools Corporation
 Address 7267 Park Circle
Hanover, MD 21076
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED FEB 11 1987
 TB

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
 All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Alfred R. Ludvigsen
 (Signature of Debtor)

Alfred R. Ludvigsen
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

F. X. Steffens
 (Signature of Secured Party)

F. X. Steffens
 Type or Print Above Name on Above Line

Mailed to Secured Party

1780

FINANCING STATEMENT

BOOK 508 PAGE 350

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

266150

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR David Hare Photographers, Limited
(Name or Names—Last Name First)
7433 Baltimore-Annapolis Boulevard, N.E., Glen Burnie, Maryland 21061
(Address)

2. SECURED PARTY THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E. GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

"All property, and equipment of Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor."

RECORD FEE 11.00
POSTAGE .50

MD234E 6345 001 7/31/86

TB

FEB 11 87

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (is not) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: 7,200.00
Seven Thousand and Two Hundred Dollars

8. Filed with: The Clerk of The Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 18th day of September, 19 86

DEBTOR:
David Hare, Pres
By: _____
(Title)

SECURED PARTY:
THE BANK OF GLEN BURNIE
Craig C. Curtin
By: _____
Craig C. Curtin (Title)
Assistant Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

TB 50

Attached to Secured Party

508 391
266151

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11-15-86, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3018 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-13-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

2549
BB/HAIR NAIL

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	#999 Styling Chairs
4	#998 Dry Chairs
6	Imperial Custom Stations
6	48 X 28" Mirror with Radius Corners
3	Imperial Custom Shampoo Bulkhead
3	#8100-622-403 Shampoo Bulkhead
2	Manicure Tables #400
3	#C-2 Ergospec Chair
2	Special Chrome Client Chair
1	48" Cascade Reception Desk
4	Helene Curtis Cool Temp Dryers
3	Sahmpoo Chairs Pibbs

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

STATE OF MARYLAND

BOOK 508 PAGE 303

FINANCING STATEMENT FORM UCDA

Identifying File No. 266152

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
#32320 0777 ROL 115403
FEB 11 87
TR

1. DEBTOR

Name CRAZY HORSE ENTERPRISES, INC.
Address 8201 RITCHIE HIGHWAY, PASADENA, MARYLAND 21122

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 PERIMETER CENTER PARKWAY, ATLANTA, GEORGIA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"
EQUITY III KEY SERVICE UNIT AND
COMPONENT PARTS

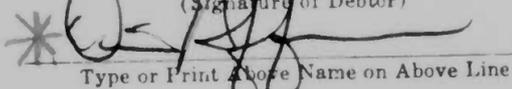
Name and address of Assignee

0100997-100

CHECK THE LINES WHICH APPLY

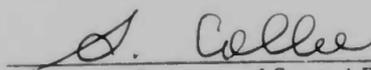
- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

CRAZY HORSE ENTERPRISES, INC.
(Signature of Debtor)

* 
Type or Print Above Name on Above Line

DENNIS HUFFMAN, PRESIDENT
(Signature of Debtor)

Type or Print Above Signature on Above Line

 Contel Credit Corp.
(Signature of Secured Party)

S. Collier

Type or Print Above Signature on Above Line

Mailed to Secured Party

1100

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 394

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

266153

This financing statement Dated December 29, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cinco Electric, Inc.
Address 512 Crain Highway Glen Burnie, MD 21061 (ANNE ARUNDEL COUNTY)

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

NOT SUBJECT TO TAX
CSM/XT Computer System

RECORD FEE 11.00
#02318 0777 001 115402
FEB 11 87
TB

CHECK THE LINES WHICH APPLY

#0111971

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

DONALD H THOMAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 FILE 305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 29, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
152319-0777-001 115:03
FEB 11 87

1. DEBTOR

Name Cusimano & Sons, Inc.
Address 601 Revell Highway Annapolis, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Cado CSM/AT Computer System

NOT SUBJECT TO TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Michael S. Cusimano
Type or Print Above Name on Above Line

CONTEL CREDIT CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
S. Collier
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

3007 508 330
206155

5. Debtor(s) Name(s) / Lessee _____ Address(es) _____

Jeremy B. & Kathleen Carr
T/A All-3 Printing

1930 Lincoln Drive
Annapolis, MD 21401

RECORD FEE 13.00
POSTAGE .20
432317 0777 001 115101
FEB 11 87

Y

6. Secured Party / Lessor _____ Address _____
Mt. Vernon Leasing, Inc., T/A Diversified Leasing
Attention: Margaret A. Bracone
(Type name & Title)

2024 West Street
Annapolis, Maryland 21401

13
13

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jeremy B. & Kathleen Carr T/A All-3 Printing

Jeremy B. Carr (Seal) _____ (Seal)
Kathleen Carr (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

B50

Mailed to Secured Party

SCHEDULE A
 JEREMY B. & KATHLEEN CARR
 T/A ALL-3 PRINTING
 LEASE #6138

BOOK 508 PAGE 307

Quantity	Description: Model No., Catalogue No., or other identification	Price of Equipment	Manufacturer Serial No.	XXXXXXXXXX Ident. No.
1	Macintosh Plus			
1	Macintosh Hard Disk			
1	Laserwriter w/toner cartridge & cassette			
1	Laserwriter Plus Kit		N/A	
1	Laserwriter Legal Cassette		N/A	
E 1	Apple Talk Connector Kit		N/A	
Q 1	Apple Talk Connector Kit		N/A	
U 1	MacDraw		N/A	
I 1	MacPaint		N/A	
P 1	MacWrite		N/A	
M 1	Pagemaker		N/A	
E 1	Microsoft Word		N/A	
N 1	Reconditioned Varsityper Comp/Edit 5810 with Image Previewer 128K	2781	2981	
T 30	New Solar Investment Type Disks		N/A	
L 1	Telecommunication interface for IBM and Macintosh		N/A	
A 1	9840 AB Dick Press sn002275			
S 1	Color Head			
E 1	Blanket Bar Kit			
D 1	Adjustaflex Spray Gun			
1	8200 Xerox Copier sn			
1	Hamada Star Model 800 DX, Two color Press sn HE3181 with 80 Head sn HEC0577			

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252807

RECORDED IN LIBER 475 FOLIO 211 ON MAY 22, 1984 (DATE)

1. DEBTOR

Name CHARLES S BLAKE AND FLORANCE BLAKE

Address RT 2 BOX 45 QUEEN ANNE BRIDG RD, UPPER MARLBORO, MD, 20772

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address PO BOX 532 ANNAPOLIS, MD, 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



RECORD FEE 10.00
POSTAGE .50
402312 2345 601 714756
FEB 11 87

Dated JANUARY 20, 1987

Edith L Connell
(Signature of Secured Party)

EDITH L CONNELL
Type or Print Above Name on Above Line

Mailed to Secured Party

JU. 30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253331

RECORDED IN LIBER 476 FOLIO 304 ON JUNE 14, 1984 (DATE)

1. DEBTOR

Name DENNIS J WALTER AND THERESA WALTER

Address 211 POPLAR AVE, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address PO BOX 532, ANNAPOLIS, MD 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>45313 1145 AM 11456</p> <p>FEB 11 87</p> <p>CR CLERK</p>	

Dated JANUARY 20, 1987

Edith L Connell
(Signature of Secured Party)

EDITH L CONNELL

Type or Print Above Name on Above Line

Mailed to Secured Party

1500

NUMBER OF SHEETS
ATTACHED _____

PRINT OR TYPE ALL INFORMATION

206106

508 400

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

TO: STATE CORPORATION COMMISSION
Uniform Commercial Code Division, Box 1197
Richmond, Virginia 23209

Clerk of the Anne Arundel County Court,
P.O. Box 71
Annapolis, Md. 21404

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cobb & Allen Offshore Yachts
300 State St.
Annapolis, Md. 21403

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Virginia Bank
NAS Office, P.O. Box 2600
Norfolk, Va. 23501

Name & address of Assignee

RECORD FEE 11.00
STAMP
2337 0345 401 11:57

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

All inventory consisting of new and used boats and accessories thereof now owned or hereafter arising or acquired.

FEB 11 87

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

James O. Cobb William D. Allen
James O. Cobb William D. Allen
October 14, 1986

Signature of Secured Party if applicable (Date)

S. W. Copeland
S. W. Copeland
United Virginia Bank
October 14, 1986

DISTRIBUTION: White Copy - SCC Filing Copy, Blue Copy - SCC Duplicate Copy - return to Secured Party, Green Copy - Circuit Court Filing Copy, Canary Copy - Circuit Court Duplicate Copy - return to Secured Party, Pink Copy - Debtor's Copy, Gold Copy - Secured Party's Copy

CRE - 0232 (Rev. 6/82) STWD

115 50

United Virginia Bank

508 401

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

RMF Associates, A Partnership
828 Springvale Road
Great Falls, VA 22066

2. Secured Party(ies) and address(es)

Society For Savings
1290 Silas Deane HWY
Wethersfield, CT 06109

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 11.00
POSTAGE .50
432074 0777 RM 116:19
FEB 11 87

4. This statement refers to original Financing Statement bearing File No. 257881Liber488 page 197

Filed with Anne Arundel Date Filed 8-12 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

19/0/1

No. of additional Sheets presented

Society For Savings

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Sherry C Behr
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

10-20

Mailed to Secured Party

BOOK 508 PAGE 402

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
Gary A. Speigle Contractor
P. O. Box 404
Savage, MD 20763

2. Secured Party(ies) Name(s) And Address(es)
Alban Tractor Co., Inc.
8531 Pulaski Highway
Baltimore, MD 21237

RECORD FEE 10.00
POSTAGE .50
REC'D BY CTTT R01 116:22
FEB 11 '97

3. (a) This statement refers to original Financing Statement bearing File No. 292449 Book 499
Filed with Anne Arundel Co. Date Filed 6/25/86 Page 319
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (a) mark this block

For Filing Officer

CP
CLEAR

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above, will be effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, Va 23288
One Used Caterpillar Model 225 Hyd. Excavator SN/51U4324

10. Signatures:

By _____ Debtor(s) (necessary only if item 7 is applicable)

Alban Tractor Co., Inc.
By Mark N. Welsh
Mark N. Welsh, ASST. SEC.

Standard Form Approved by N. C. Sec. of State and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Office Copy - Numbered 1050

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 508 PAGE 403
Identifying File No. 266157

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H. S. Iangehem Van Buren T/A Hunan Gourmet
Address 360 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463
Joppa, MD 21085-0463

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
452377 0777 R01 116423
FEB 11 87

1 - Victory Raltone freezer Model AF-47S6

3/N 8641R44

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hsiang Van Buren
(Signature of Debtor)

HSIANG VAN BUREN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

Mailed to Secured Party

1850

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 508 PAGE 404
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Neil Woods, DDS
Address 156 Ritchie Highway
Severna Park, MD 21146

2. SECURED PARTY

Name Bankers Leasing Association, Inc.
Address 155 Revere Drive
Northbrook, IL 60062

RECORD FEE 11.00
452377 0177 ROL 115124
FEB 11 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Royal Dental Chair
- 1 - Royal Doctors Stove
- 1 - Star Titan Scaler
- 2 - Faro Ceiling Mounted Lights
- 1 - Ampco Doctors Unit
- 1 - 10 MGB CPU Floppy Back UP SN 80-13199
- 1 - 1 Diablo Letter Quality Printer/Stand SN 3949
- 1 - Zephyr CRT S/N: Z11997

Name and address of Assignee
Citicorp Industrial Credit, Inc.
1900 E. Golf Road Ste. #1100
Schaumburg, IL 60173

LEASE NO. 870047

COUNTY FILING:

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Neil Woods (aka)
(Signature of Debtor)

NEIL WOODS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Herbert E. Minds (aka)
(Signature of Secured Party)

HERBERT E. MINDS, V.P.
Type or Print Above Signature on Above Line

Mailed to Assignee

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... January 22, 1987

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. ... 2059928 in Office of *Stewart Alexander* *A. N. ...*
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

*John P. Magallon, Somerville
Rt 1 Box 348
Somerville, MA 01146*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Stewart Alexander, Corp.
Secured Party

By
Its Branch Office Manager

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .50
FEB 11 87
RECORDS UNIT RM 116-25

508 406

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here 150

This financing statement Dated Dec. 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert B. Coonre M. Bissell
Address 422 Bridgely Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Florida Hotel Properties Limited Partnership
Address Days Inn Orlando-Convention Center
9900 International Drive, Orlando, Florida 32809
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 12.00
POSTAGE .50
MAY 11 1987

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all of the limited partnership interest owned by Debtor in Florida Hotel Properties Limited Partnership, a Delaware limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

NOT SUBJECT TO RECORDATION TAX

Mr. Anand
C/MO

01F0095-7367

CHECK THE LINES WHICH APPLY

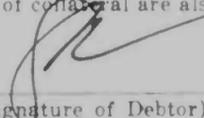
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
6. Assignee of Secured Party:

Chrysler Capital Corporation
Greenwich Office Park I
Greenwich Connecticut 06836-6900

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

FLORIDA HOTEL PROPERTIES
LIMITED PARTNERSHIP
By: CCL-Associates 1987 Limited Partnership
By: CCL Cornerstone, Inc.

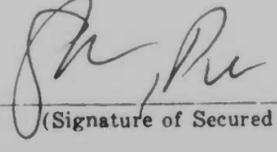


(Signature of Debtor)

Attorney-In-Fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Type or Print Above Signature on Above Line

RETURN ACKNOWLEDGEMENTS
NATIONWIDE INFORMATION
52 JAMES ST
ALBANY, N.Y. 12202

1250

Mailed to Secured Party

1203

508 407 206180

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated DEC. 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Feinstein, Harold & Sandra
Address 1682 Coventry Ct., Annapolis, MD 21401

2. SECURED PARTY

Name Florida Hotel Properties Limited Partnership
Address Days Inn Orlando-Convention Center
9900 International Drive, Orlando, Florida 32809
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
UCC-1 CO40 F01 718434
FEB 11 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all of the limited partnership interest owned by Debtor in Florida Hotel Properties Limited Partnership, a Delaware limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

NOT SUBJECT TO RECORDATION TAX

Ann Arundel Co. MD

01F0295-7367

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

6. Assignee of Secured Party:

Chrysler Capital Corporation
Greenwich Office Park I
Greenwich Connecticut 06836-6900

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

FLORIDA HOTEL PROPERTIES LIMITED PARTNERSHIP
By: CCL-Associates 1987 Limited Partnership
By: CCL Cornerstone, Inc.

(Signature of Debtor)

Attorney-In-Fact

Type or Print Above Name on Above Line

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RETURN ACKNOWLEDGEMENTS -
NATIONWIDE INFORMATION
52 JAMES ST
ALBANY, N.Y. 12202

Mailed to Secured Party

1207

266161

BOOK 508 FILE 408

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated Dec. 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert C. Scharf

Address 4 River Drive Severna Park, MD 21146

2. SECURED PARTY

Name Florida Hotel Properties Limited Partnership

Address Days Inn Orlando-Convention Center

9900 International Drive, Orlando, Florida 32809

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all of the limited partnership interest owned by Debtor in Florida Hotel Properties Limited Partnership, a Delaware limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

6. Assignee of Secured Party:

Chrysler Capital Corporation
Greenwich Office Park I
Greenwich Connecticut 06836-6900

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FLORIDA HOTEL PROPERTIES
LIMITED PARTNERSHIP
By: CCL-Associates 1987 Limited Partnership
By: CCL Cornerstone, Inc.

[Signature]
(Signature of Debtor)

Attorney-In-Fact

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

ACKNOWLEDGEMENTS
WARRANTY INFORMATION
52 JAMES ST
ALBANY, N.Y. 12202

1/15/87
Mailed to Secured Party

1700

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated Dec. 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harry K. & Lillian B. Stuber
Address 3117 Arrowhead Farm Road Gambrills MD 21054

2. SECURED PARTY

Name Florida Hotel Properties Limited Partnership
Address Days Inn Orlando-Convention Center
9900 International Drive, Orlando, Florida 32809
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .30
\$2691 0040 001 716735
FEB 11 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all of the limited partnership interest owned by Debtor in Florida Hotel Properties Limited Partnership, a Delaware limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

NOT SUBJECT TO RECORDATION TAX.

Handwritten: This is a limited partnership

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

6. Assignee of Secured Party: Chrysler Capital Corporation
Greenwich Office Park I
Greenwich Connecticut 06836-6900

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

FLORIDA HOTEL PROPERTIES
LIMITED PARTNERSHIP
By: CCL-Associates 1987 Limited Partnership
By: CCL Cornerstone, Inc.

Signature

(Signature of Debtor)
Attorney-In-Fact
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signature

(Signature of Secured Party)
Type or Print Above Signature on Above Line

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
52 JAMES ST.
ALBANY, N.Y. 12207

Handwritten: 1750
Mailed to Secured Party

Handwritten: 12.8.86

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name (Last Name First if Individual): Benson Motor Cars, Ltd. Fed. Employer I.D. No. 52-0622721	2. Debtor(s) Complete Address(es): 324 Sixth Street Annapolis, MD 21403	Maturity date (if any): This Space for use of Filing Officer (Date, Time, File Number and Filing Office) BOOK 508 PAGE 410
THE SPACES TO THE RIGHT HAVE BEEN DESIGNED FOR USE IN A WINDOW ENVELOPE WHEN RETURNING THE SECOND COPY TO THE PERSON FILING.	3. Secured Party(s) Name and Complete Address(es): Mercedes-Benz of North America, Inc. One Mercedes Drive Montvale, N.J. 07645	266103 RECORD FEE 11.00 POSTAGE .50 MOUNTING COARD \$01 718-36 FEB 15 87
	4. Assignee(s) of Secured Party(s) Name and Complete Address(es):	

5. This financing statement covers the following types (or items) of property: (Describe. If space inadequate continue on sheets 8 1/2" x 11")

Motor vehicles, parts, and accessories for which payment has not been received by Mercedes-Benz of North America, Inc., in accordance with the provisions of the Mercedes-Benz Dealer Agreement.

The underlying secured transactions being publicized by this Financing Statement are not subject to the Recordation Tax imposed by Article 81, Sections 277, 278 Annotated Code of Maryland, as amended.

CHECK (X) THE ITEMS WHICH APPLY

6. () (If collateral is crops). The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) () (If collateral is goods which are or are to become fixtures). The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

Mailed to Secured Party

() R.S. 12A:9-402 Collateral already subject to a security interest in the State of _____
 7. (X) PROCEEDS of Collateral are also covered. 8. () PRODUCTS of Collateral are also covered. No. of additional sheets presented ()
 9. () Filed with: County Recording Officer of _____ County; () Secretary of State.

Signature(s) of Debtor(s): Benson Motor Cars, Ltd. *[Signature]*
 Signature(s) of Secured Party(s) or Assignee(s): Mercedes-Benz of North America, Inc. *[Signature]*

FILING OFFICER'S COPY — This form of financing statement is approved by the Secretary of State of New Jersey. FORM UCC-1 STANDARD FORM — UNIFORM COMMERCIAL CODE
 THESE FORMS MAY BE PURCHASED FROM: ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD ST., MOUNTAINSIDE, N. J. 07092

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 206161

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12-31-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 508 PAGE 411

Name William M. Gibson
Address 4671 Solomons Island Rd Harwood, Md 20776

2. SECURED PARTY

Assignee of Secured Party

Name Baldwin Service Center KUBOTA CREDIT CORPORATION, USA
Address Annapolis, Md 21401 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

- 1- Used Kubota Tractor Model B8200DT S/N 52536
1- New Kubota Tiller Model FL1020 S/N 11569
1- New Woods Mower Model RM500 S/N 5851

RECORD FEE 11.00
POSTAGE .50
432373 0040 201 716136
FEB 11 1987

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Assignee

Signature of Debtor

WILLIAM M. GIBSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc
Signature of Secured Party

Type or Print Above Signature on Above Line

11 1/2

11 50

A 20613

00

BOOK 508 PAGE 412
206105

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1.23 1/21/87

If this statement is to be recorded in land records check here

This financing statement Dated N/A is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Brake and Sons, Inc.
Name
1296 Baconridge Road, Cronsville, MD 21032
Address

2. SECURED PARTY
AEL Leasing Co., Inc.
Name
P.O. Box 13428 Reading, PA 19612
Address

RECORD FEE 11.00
POSTAGE .50
382375 0040 MDI 716439
FEB 11 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)
Greenberg Cable stripper Modle 312S 5 HP w/out starter

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Quinton Brake Pres.
(Signature of Debtor)

Brake and Sons, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Dawn C. McCoy, @C
(Signature of Secured Party)

Dawn C. Mc Coy
Type or Print Above Signature on Above Line

Mailed to Secured Party

1150

1103

EDD: 508 FILE 414
266107

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name, First and Address(es))

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Office: Date, Time, No. Filing Office

RONALD G. FISHER
BARBARA A. FISHER
6 North Bruce Street
LAUREL MD 30810

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD #245
WOODBIDGE, VA 22191

RECORD FEE 12.00
POSTAGE .50
402904 0040 001 718444
FEB 11 87

5 This Financing Statement covers the following types (or items) of property:

1979 TIDWELL CINARRON
50 X 24 SERIAL #: 1278245094809ATW1
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THEREON; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

6 Assignor(s) of Secured Party and Address(es)

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe 6(a) Estate in Item 8)

Proceeds of a sale of collateral
 Inventory
 Accounts receivable
 Chattel mortgage
 Leasehold interest
 Real estate
 Other

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

- which is proceeds of the original Collateral (described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction.

when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

RONALD G. FISHER

Ronald G. Fisher
BARBARA A. FISHER

Barbara A. Fisher
GREEN TREE ACCEPTANCE INC.

By _____ Signature(s) of Debtor(s)

By *Sonnia C. Irvine* Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania



Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County

BOOK 508 PAGE 415

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231879

RECORDED IN LIBER 423 FOLIO 554 ON 3/28/80 (DATE)

1. DEBTOR

Name Ruppert Brothers of Maryland, Inc.

Address 100 Old Annapolis Road, Box 304, Severna Park, MD 21146

2. SECURED PARTY

Name Maryland National Bank

Address Church Circle, Annapolis, MD 21404

RECORD FEE 11.00
POSTAGE .50
REGISTERED MAIL 7.18104
FEB 11 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Return To:
Neil S. Kurlander, Esq.
929 N. Howard St.
Baltimore, MD. 21202
after recording

Dated September 19, 1986

Neil S. Kurlander

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party



11 2 50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 508-416
286103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK
If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Severna Park Amoco
Address 502 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY
Name GENERAL EQUIPMENT LEASING COMPANY
Address 5 Revere Drive, #520 Northbrook, IL 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-20-88

4. This financing statement covers the following types (or items) of property: (list)
Equipment consists of: (1) Analog 59 wheel balancer

Name and address of Assignee
First Midwest Bank
214 Washington
Waukegan, IL. 60085

together with all accessions, attachments & appurtenances thereto & all substitutions & replacements therefore and all Casualty Insurance Policies thereon. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

RECORD FEE 11.00
POSTAGE .50
RECORDED AND INDEXED
FEB 11 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Edward W. Spear
(Signature of Debtor)

Severna Park Amoco
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

~~CHANGE TO SECURED PARTY~~
Mailed to Assignee

W.V. Tapp V.P.
(Signature of Secured Party)

GENERAL EQUIPMENT LEASING COMPANY
Type or Print Above Signature on Above Line

11/03

11/30

FINANCING STATEMENT

200100

508 417

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.**
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5 Debtor(s) Name(s) / Lessee

Address(es)

Dalnekoff & Mason, PA

2448 Holly Avenue
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
432418 0040 R01 114:50
FEB 11 '87

6. Secured Party / Lessor

Address

2024 West Street

Mt. Vernon Leasing, Inc., T/A Diversified Leasing

Annapolis, Maryland 21401

Attention: Margaret A. Bracone

(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Dalnekoff & Mason, PA

Debtors

Barry J. Dalnekoff, President (Seal)

_____ (Seal)

_____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.



508 418

Diversified Leasing

Commercial Equipment & Automotive Leasing

SCHEDULE A
DALNEKOFF & MASON, PA
LEASE #6128

Vendor: Arundel Office Equipment, Inc.
Invoice #8198 & 008177

3	IF 300 RS232 (P) \$179.00 ea	\$ 537.00
3	Brother Model 701 Electronic Typewriters each \$699.00 less \$150.00	1947.00

Vendor: Corporate Design, Ltd.
Invoice #00358

3	(Rosewood) COP3060L LH Sec desks each 625.00	1875.00
3	0 C01624 task chairs each 199.00	597.00
1	0 C00626 Med Back exec chair	299.00
1	0 V1836 (wal) Top	20.00

Vendor: Corporate Design, Ltd.
Invoice #00363

5	0 EL1571 (blk) desk pads ea 25.00	125.00
3	0 RM4272 (clr) Antio St. chairmats each 115.00	345.00

Vendor: Corporate Design, Ltd.
Invoice #00357

3	0 MTLF5L-42 lat files ea 798.00	2394.00
3	0 MTSU42 overhead st. units each 279.00	837.00
1	0 W48R table top	70.00
1	0W663-36 (chr)spread base	55.00
1	0VI8615 work table	159.00
1	0MTFLF-21-36 2 dr. lat files	369.00

Mailed to Secured Party

First Federal Building • 2024 West Street • Annapolis, MD 21401
Annapolis (301) 263-7795 • Washington Metro 261-1004 • Baltimore Metro 269-1136

STATE OF MARYLAND

206170 300 508 119

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254251
RECORDED IN LIBER 478 FOLIO 559 ON 10-2-84 (DATE)

1. DEBTOR

Name Moreland, Ross
Address 818 Holly Landing Rd West River, MD 20778

2. SECURED PARTY

Name Massey Ferguson ~~CR~~ ~~INC~~ Credit Corporation
Address Box 10357
Des Moines, IA 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above,
RETURN TO DEBTOR

3. Maturity date of obligation (if any)

RECORD FEE 11.00
02429 0340 231 71458
FEB 11 87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

CR
CLERK

Mailed to Secured Party

Dated January 20, 1987

Massey Ferguson Credit Corporation
Scott Mastain, Cr. Clerk
(Signature of Secured Party)
Scott Mastain Cr. Clerk
Type or Print Above Name on Above Line

11/2



BOOK 508 PAGE 420

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
H & H Assoc Management Support
Systems, Inc.
P.O. Box 7532
Silver Spring, MD 20907

2. Secured Party(ies) and address(es)
Berkeley Federal Savings & Loan
21 Bleeker St.
Millburn, NJ 07041

3. Maturity date (if any)
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
432431 6777 801 117-00
FEB 11 87
CR
CLERK

4. This statement refers to original Financing Statement bearing File No. 465-371
Filed with Anne Arundel Date Filed 9-2- 1983

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

AS/IC/1

No. of additional Sheets presented

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Berkeley Federal Savings & Loan Association
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-50

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bonorden, Thomas A. & Bonorden, Marjorie A.

Address 2 Hines Court, Olney, Md. 20832

RECORD FEE 12.00
50
11:17:01
FEB 11 87

2. SECURED PARTY

Name First Commercial Corporation

Address 200 Sheffield Street, Mountainside, N.J. 07092



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

Used 1986 Oday, Model 35, LOA 34' 11.5", Beam 11' 3", Fiberglass, Hull S# XDY20358J586, with 1986 Universal, 24 HP, diesel engine, S# 413346.

ASSIGNEE: Society For Savings
1290 Silas Deane Highway
Wethersfield, Ct. 06109

Kept: Tracey's Landing, Md.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas A. Bonorden
(Signature of Debtor)

Type or Print Above Name on Above Line
Marjorie A. Bonorden
(Signature of Debtor)

First Commercial Corporation
(Signature of Secured Party)

Elizabeth Jafferty Hunt
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

THE FIRST NATIONAL BANK

Mary Bacci
Vice President and Treasurer

12/50

Anna Anoddy
12/87

508 422

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Schwartz, Robert M. & 107 Golf Club Rd. Langhorne, PA 19047	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy. Wethersfield, CT. <i>#7</i>	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 MS2434 0777 101 117:03 FEB 11 87 <i>11/19/85</i>
4. This statement refers to original Financing Statement bearing File No. <u>259413</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>11/19/85</u> 19 <u>85</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: *Sherry C Behr* Signature(s) of Secured Party(ies)
SOCIETY FOR SAVINGS

(1) Filing Office Copy - Alphabetical *10-50* STANDARD FORM - FORM UCC-3

Mailed to Secured Party

266172

BOOK 508 PAGE 423

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Capitol Communication Systems, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn. Susan E. Haley
<u>#7 Chelsea House, 2411 Crofton Lane</u>	<u>18 West Street</u>
(Address)	(Name of Loan Officer)
<u>Crofton, Maryland 21114</u>	<u>Annapolis, Maryland 21401</u>
(Address)	(Address)

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of the Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 12.00
 MORTGAGE .50
 632433 CTTT-MD T17-04



FEB 11 07

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Capitol Communication Systems, Inc.</u> (Seal)	_____ (Seal)
<u><i>Thomas A. Suttty</i></u> (Seal)	_____ (Seal)
(Signature)	(Signature)
<u>Thomas A. Suttty, President</u>	_____
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party

12/0

206173

BOOK 508 PAGE 424

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal

To Be Recorded in Land Record (For Fixtures only).

Amount is \$ 8,000.00

Name of Debtor

Address

Pappa Rudy's Pizza & Pasta Dine

Po Box 1634
Glen Burnie Md
21061

SECURED PARTY (OR ASSIGNEE)

THE TALBOT BANK OF EASTON, MARYLAND -- 18 Dover Street, Easton, Maryland

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

See Attached

RECORD FEE 11.00
RECORD TAX 56.00
POSTAGE .50
152436 CTR 81-117-04
FEB 11 87



- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
- 3. Proceeds } of the collateral are also specifically covered.
 Products }
- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

RS Maier

THE TALBOT BANK OF EASTON, MARYLAND

Robert J. Chance

BY Robert J. Chance
Vice-President

Mailed to Secured Party

Type or print names under signatures

The indebtedness evidenced by the above financing statement having been fully paid, for value received, the lien on the property described in the security agreement is hereby released. As witness the signature of _____ Vice-President of The Talbot Bank of Easton, Maryland, and its corporate seal, attested by _____ its Assistant-Cashier, this _____ day of _____, 19 _____

ATTEST:

The Talbot Bank of Easton, Maryland

Assistant Cashier

By _____
President

11-56-30

EQUIPMENT LIST

- 1 Sterling Performer sandwich unit # SS 11
- 1 LaRosa pizza unit
- 1 Toastmaster commercial toaster
- 1 Waterless food warmer model # 1414
- 1 Sanyo cash register model # 68002756 ECR 170
- 2 Bakers' Pride pizza ovens model # DS 805
- 1 Vulcan Sunglow oven serial # IR 71 S Style 11-66
- 1 ABC Universal freezer model 12
- 1 Hobart meat slicer model 1612 serial # 1530185
- 1 Hobart mixer model # 600 serial # 1243931
- 1 Franklin stove
- 1 Keating deep fryer model BS 14 serial # M22748
- 1 Hussman 4-door refridgerator # 2352 S1
- 1 Anets dough roller model MDR-4-5-1 serial # 2565-71
- 2 Walk-in refridgerators, 10 X 12

Numerous stainless steel tables

Small equipment valued at \$8,500.00

Furniture and fixtures valued at \$14,000.00

206174

BOOK 508 PAGE 426

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____



RECORD FEE 11.00
FISCAL SERVICE
JAN 28 11 01 117430

5. Debtor(s) Name(s) _____ Address(es) _____
 Trim-Line of West Baltimore, Inc. 520 Grain Highway Glen Burnie, Md. 21061
 1116 Valentine Creek Drive Crownsville, Md. 21032

6. Secured Party _____ Address _____
 PROVIDENT BANK OF MARYLAND P.O. Box 1661
 Attention: D. Krugman HQBM Baltimore, MD 21203 1661

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors _____ Trim-Line of West Baltimore, Inc. _____
 _____ (Seal) _____ (Seal)
 _____ (Seal) Paul J. Krysowaty, President _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1174

Mailed to Secured Party

FINANCING STATEMENT

BOOK 508 PAGE 427
266177

- 1. To be recorded in the Land Records
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.**
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to.

5 Debtor(s) Name(s) / Lessee
Foundos & Associates

Address(es)
130 Holiday Crt., #108
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#02439 0777 001 117-11
FEB 11 87

6 Secured Party / Lessor
Mt. Vernon Leasing, Inc., T/A Diversified Leasing

Address
2024 West Street
Annapolis, Maryland 21401

Attention: Margaret A. Bracone
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Foundos & Associates

Debtors
Michael G. Foundos (Seal) _____ (Seal)
Michael G. Foundos President (Seal) _____ (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

1150

SCHEDULE A
 FOUNDAS AND ASSOCIATES
 Lease Number 6115

Vendor: Maryland Interiors

(1) Wing Chair/Leather 1011	\$703.13
(1) Exec. Chair/Leather 1077	\$754.00
(1) Cocktail Table 1388-91	\$359.92
(2) Chairs/Nut Wood 1149	\$795.00
(1) Chippendale Sofa 2649	\$819.75
Handlot	\$105.00
(2) Chairs/Nut Wood 1149	\$702.00
(2) Chairs/Nut Wood 1149	\$795.00
(2) Chairs/Nut Wood 1028	\$592.50
Handlot	\$150.00
(1) Sofa 8645	\$714.75
(1) Cocktail Table/988-19	\$307.95
(1) End Table/988-05	\$191.96
(1) Sofa/Nut Wood 2649	\$699.00
(2) Oxford Chairs/Wood 1096	\$732.00
(1) Chair/Nut Wood 1160	\$393.75
(1) Sofa/8753	\$797.25
(1) Loveseat/ 8453	\$726.00
(1) Chair/Leather 1077	\$754.00
(1) Chair/Leather 1077	\$754.00
TOTAL:	<u>\$11,846.96</u>

Vendor: ATI (Telephone)

One Key service Unit; 9 incoming phones lines; 13 telephone sets; one DSS receptionist unit; one extra phone jack
 TOTAL: \$8,620.00

Vendor: Mastercraft

(1) Night Stand/3801	\$416.00
(1) Exec. Desk/42-162	\$1206.00
(1) Exec. Desk/42-162	\$1206.00
(1) Credenza/42-165	\$936.00
(1) Credenza/42-165	\$936.00
(1) Table-Desk/49-159	\$399.00
(1) Curio/255	\$399.00
TOTAL:	<u>\$5498.00</u>

(1) 64618/CLIENT CHAIR
 (1) 64619/CLIENT CHAIR

GRAND TOTAL: \$25,604.96

Mailed to Secured Party

206179

BOOK 508 PAGE 429

FINANCING STATEMENT

1. Name of Debtor: SEYMOUR WEINER, M.D., P.A.
Address: 1900 East Northern Parkway
Baltimore, Maryland 21239
Attn: Seymour Weiner, M.D.
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: 2328 West Joppa Road
Suite 101
Lutherville, Maryland 21093
Attn: Wendy M. Lance
3. This Financing Statement covers the types (or items) of property described in Exhibit A attached hereto and made a part hereof, all whether now owned or hereafter acquired.

Debtor:
SEYMOUR WEINER, M.D., P.A.

RECORD FEE 11.00
POSTAGE .50
RECEIVED BY THE CIRCUIT COURT FOR BALTIMORE COUNTY
FEB 11 87

By: Seymour Weiner
Seymour Weiner
President



Mr. Clerk, please return to: Mabeth W. Hudson, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

MWH20/O

RECORDATION TAX IN THE PRINCIPAL SUM OF \$1,237.50 HAS BEEN PAID TO THE CIRCUIT COURT OF BALTIMORE COUNTY UPON RECORDATION OF A COUNTERPART OF THIS FINANCING STATEMENT.

Mailed to Secured Party

11-10
11-50



EXHIBIT A TO FINANCING STATEMENT

Debtor: SEYMOUR WEINER, M.D., P.A.

(a) All accounts and other amounts receivable, chattel paper, instruments and documents, now owned and hereafter created or acquired; and

(b) All equipment, furniture and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor; and

(c) All general intangibles (including, without limitation, all books and records, things in action, contractual rights, good will, literary rights, rights to performance, copyrights, trademarks and patents), now owned and hereafter acquired; and

(d) All notes, notes receivable, drafts, acceptances and similar instruments and documents, now owned and hereinafter created or acquired; and

(e) All proceeds (cash and non-cash), including insurance proceeds, of the foregoing.

MWH20/O

266175

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1 The Debtor is a transmitting utility.

2 For Filing Office: Date, Time, No. Filing Office: _____

1 Debtor(s) (Full Name First and Address(es))
 Sunplace Inc.
 6601 Amberton Dr.
 Rte 100 Industrial Park
 Baltimore, MD 21227

2 Secured Party(ies) Name(s) and Address(es)
 ATLANTIC FINANCIAL FEDERAL
 50 Monument Road
 Bala Cynwyd, PA 19004

3 This Financing Statement covers the following type(s) of property:
 SEE ATTACHED

4 Assignee(s) of Secured Party and Address(es):
 RECORD FEE 11.00
 REC474 0777 R01 71747
 FEB 11 87
 POSTAGE .50
 REC475 0777 R01 71747
 FEB 11 87
 CR
 DRK
 RO

5 Products of the Collateral are also covered.

6 Describe Real Estate here: _____

This statement is to be indexed in the Real Estate Records.

7 Name of a Record Owner: _____

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

By Sunplace Inc. Richard [Signature] Signature(s) of Debtor(s)
 (1) Filing Office Copy - Numerical

By Atlantic Financial Federal [Signature] Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

500 508 432

All of Debtor's Inventory, Documents
of Title, Accounts, Patents, Drawings,
Trademarks, Contract Rights, General
Intangibles, Chattel Paper, and Instruments
now owned, existing or hereafter acquired
or arising; all goods and services the
sale, lease, or performance of which
gives rise to any Account, Contract Right
or General Intangible of the Debtor including
any returned goods; and all Proceeds
of all the foregoing.

RLK

266173 300: 508 REC 433

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
Suncraft of New Hampshire Inc., 6601 amberton Dr. Rte 100 Industrial Park Baltimore, MD 21227

2. Secured Party(ies) Name(s) and Address(es)
ATLANTIC FINANCIAL FEDERAL 50 Monument Road Bala Cynwyd, PA 19004

3. The Debtor is a transmitting utility

4. For Filing Office, Date, Time, No. Filing Office
**RECORD FEE 11:00
 POSTAGE 1:50
 #52476 0777 ROL 11:48
 FEB 11 1997**

5. This Financing Statement covers the following type(s) of property:
SEE ATTACHED

6. Address(es) of Secured Party and Address(es)
CR CLERK

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

By *Robert [Signature]* Signature(s) of Debtor(s)
Suncraft Of New Hampshire, Inc.

By *[Signature]* Signature(s) of Secured Party(ies)
Atlantic Financial Federal
 (Required only if Item 10 is checked)

(3/83) (1) Filing Office Copy - Numerical
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

BOOK 508 PAGE 431

All of Debtor's Inventory, Documents of Title, Accounts, Patents, Drawings, Trademarks, Contract Rights, General Intangibles, Chattel Paper, and Instruments now owned, existing or hereafter acquired or arising; all goods and services the sale, lease, or performance of which gives rise to any Account, Contract Right or General Intangible of the Debtor including any returned goods; and all Proceeds of all the foregoing. RLK

MARYLAND FINANCING STATEMENT

BOOK 508 PAGE 435

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: ²⁰⁶¹⁷⁹

1. LESSEE Severn Graphics, Inc.
(Name or Names)
7590 Ritchie Highway, Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Union Trust Co. of Md.
Of LESSOR
(Name or Names)
P.O. Box 1077, Baltimore, Maryland 21203 Dept. T0506
(Address)

4. This financing Statement covers the following types (or items) of property:
One - InterCal 100 500 workstation, 10" Color Monitor, 85 Mb Disk Drive w/Cartridge table, Power Supply, Stylus, Mouse, Keyboard; 1 - Divomat SL-10/C-41, 1 - Replenishment-Control Computer, 1 - Battery-Backup Timer, 3 - SS 35/36 Hangers, 1 - SS 220 Hangers, 3 - SS 4X5 Hangers, 4 - SS 8X10 Hangers, 4 - SS 120 Hangers

FEB 11 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)



LESSEE Severn Graphics, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: James T. Russell Contract Manager By: Brian G. Connelly Mgr.
(Type or print name of person signing) (Title) (Type or print name of person signing) (Title)
By: George A. Elchin V.P. Return to:
(Type or print name of person signing) (Title)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Assignee

1150

STATE OF MARYLAND

BOOK 508 PAGE 436

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260728

RECORDED IN LIBER 495 FOLIO 495 ON March 7, 1986 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.

Address 7590 Ritchie Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address 500 DiGiulian Blvd, P.O. Box 1680

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

One (1)- InterCad DN 560 Workstation, 19" Color Monitor, 86 Mb Disk Drive w/Cartridge table, Power Supply, Stylus, Menu, Keyboard; 1-Divomat SL-10/C-41, 1-Replenishment-Control Computer, 1-Battery-Backup Timer, 3-SS 35/36 Hangers, 1-SS 220 Hangers, 3-SS 4x5 Hangers, 4-SS 8x10 Hangers, 4-SS 120 Hangers

RECORD FEE 10.00
POSTAGE .30

RECEIVED CITY OF BALTIMORE

FEB 11 1987

Please Return To: **CHESAPEAKE INDUSTRIAL LEASING CO., INC.**
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

CREDIT ALLIANCE CORPORATION

Dated December 29, 1986

K. M. Louis, Asst. Sec.
(Signature of Secured Party)

K. M. LOUIS

Type or Print Above Name on Above Line

1050

mailed to Andover

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Wessels, Daniel & 407 Orchard St. Swickley, PA 15143	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, CT	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)
--	--	--

4. This statement refers to original Financing Statement bearing File No. 261943 BK498 PG 239
Filed with Anne Arundel Co. Date Filed 5/22 1986

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

RECORD FEE 11.00
POSTAGE .50
452484 0777 RM 117153
FEB 11 87
1/29/87

No. of additional Sheets presented: _____

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By Sherry Behr Signature(s) of Secured Party(ies)

SOCIETY FOR SAVINGS

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

Mailed to Secured Party

2007-4-26

206139

BOOK 508 PAGE 438

TO BE)
 NOT TO BE) RECORDED IN LAND RECORDS

SUBJECT TO)
 NOT SUBJECT TO) RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Nevamar Corporation
Name or Names—Print or Type Odenton

8339 Telegraph Road Anne Arundel County Maryland 21113
Address—Street No., City - County State Zip Code

Burroughs Finance Corp.
Name or Names—Print or Type

3011 W. Grand Blvd Detroit, MI 48202
Address—Street No., City - County State Zip Code

2. Secured Party:

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attached Schedule A & B for Equipment Description and all accessories, additions and attachments now and hereafter attached thereto.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 17.00
 POSTAGE 50
 432485 0777 R01 11754
 FEB 11 87

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.



DEBTOR(S):

Charles A. Pope
(Signature of Debtor)

Charles C. B. Bee
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Burroughs Finance Corporation
(Company, if applicable)

Gregory A. Boyd
(Signature of Secured Party)

GREGORY A. BOYD Regional Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Loans Bro. Form F-1

1750-

Mailed to Secured Party.

SCHEDULE A
EQUIPMENT DESCRIPTION

Page 1 of 2

508 439

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9DX	System	
1	A9 CP	Central Processor	
1	A9 MLE	MLI Interface Exp.	
1	A9 MEM	Memory Cabinet	
1	A9MB	Memory Base	
2	A9IOX	IO Cabinet & DLP Base	
1	I02	I02 Power Cable	
1	I03	I03 Power Cable	
2	A9BIX	IO Base Increment	
2	A9 ODT	ODT	
1	A341-90	Operator Console	
1	A9MI	6MB Memory Increment	
1	A110-90	C/R DLP	
2	A304-91	Disk DLP	
1	A378-5	NSP IV	
1	A378-2	256KB NSP Memory	
3	A378-1	LSP	
5	A378-3	Quad Line Apt. II	
1	B9389	Dual Storage Controller	
1	B9399	Dual String Controller	
3	B9494-12	868MB Disk	
14	A369-12	TDI Connector	
6	A369-10	RS232 Connector	
1	A304-94	SMD DLP	
1	MD4-2	245MB Disk Drive	
1	CB6		
1	CB401		
1	CB621		
1	CB6		
1	CB401		
1	CB524		
2	CB175		
2	CB753		
1	CB524		
4	CB723		
2	CB108		
2	CB107		
1	IMC3		

SCHEDULE A
EQUIPMENT DESCRIPTION

Page 2 of 2

508 440

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9PF1	Business Found Includ.	
1	A9PFB	Mfg. Data Base	
1	A9PFA	Systems Sup. Fa.	
1	A9PFD	Inventory	
1	B9116	300 CPM Reader	156537151

BURROUGHS FINANCE CORPORATION

BY: _____
TITLE: _____
DATE: _____

LESSEE:

Nevamar Corporation

BY: Charles L. Fisher
TITLE: V.P. Finance
DATE: 12/27/85

SCHEDULE A
EQUIPMENT DESCRIPTION

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9DX	System	
1	A9ASD	System Software Include:	
1	A9AS	MCP AX	
1	A9ALG	ALGOL Compiler	
1	A9ALX	DC ALGOL Compiler	
1	A9BND	Program Binder	
1	A9AMD	Microcode A9AS	
1	A9SMS	SMF II Site Mgmt.	
1	A9UTL	Utilities	
1	A9WFL	Workflow	
1	A9XAN	Cross Ref. Symb.	
1	A9DCS	Data Comm Software Inc.	
1	A9IDC	Interactive Data Comm	
1	A9NDL	Network Def. Lang.	
1	A9NSF	NSF/LSP Firmware	
1	A9CDE	CANDE	
1	A9C74	COBOL 74	
1	A9COT	Comm Mgmt. System	
1	A9DM2	DMS II	
1	A9DBA	Data Base Analyzer	
1	A9DDM	Data Base Monitor	
1	A9ERG	Ergo	
1	A9RP3	Reporter III	
1	A9CR3	On Line Reporter	
1	A9EDD	Advanced Data Dict.	
1	A9SDF	Screen Design Dac.	
1	A9RMP	Reprints	
1	A9SRT	Sort Utility	
1	A9DME	Data Aid	
1	A9DMC	DM Certification	
1	A9MRC	Memo Assisted Resource Control	
1	A9LOG	Log Processing	

BURROUGHS FINANCE CORPORATION

BY: _____
TITLE: _____
DATE: _____

LESSEE:

Nevamar Corporation

BY: Charles D. Cooper
TITLE: V.P. Finance
DATE: 12/27/85

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 442

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$83,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Morley Enterprises, Inc., A Michigan Corporation
Address 18577 E. 9 Mile Road, East Detroit, Michigan 48021

2. SECURED PARTY

Name Michigan National Bank of Detroit
Address 300 River Place, Suite 6000, Detroit, Michigan 48207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The collateral as more fully described in the attached Exhibit "A", including any proceeds, and including those items described in Schedule 1 of Exhibit "A".

Name and address of Assessor
RECORD FEE 14.00
RECORD TAX 581.00
POSTAGE .50
RECORDED 0777 201 11 56
FEB 11 87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Morley Enterprises, Inc., A Michigan Corporation

Signature of Debtor: Thomas Morley

Thomas Morley, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michigan National Bank of Detroit

Signature of Secured Party: Ronald [Signature]
Ronald [Signature] President

Type or Print Above Signature on Above Line

Mailed to Secured Party

14-581 56

206191

508 443

EXHIBIT A
TO FINANCING STATEMENT (UCC-1/UCC-1A) BY

Morley Enterprises, Inc., A Michigan
Corporation

This Financing Statement covers the following types (or items) of property (hereinafter referred to as the Collateral):

- (a) All supplies, equipment and fixtures described in Schedule 1 attached hereto and incorporated by reference herein, and including all accessions, parts attached thereto or used or intended to be used in connection therewith and all books, records, instruments and documents relating thereto, and all substitutions of, improvements to and replacements of as well as all additions to the foregoing, whether now owned or hereafter acquired by the Debtor;
- (b) Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards with respect to the foregoing. In addition thereto, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or Proceeds thereof hereunder) owned by Debtor or in which Debtor has an interest, which are now or at any time hereafter in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in possession of any third party acting on Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Secured Party has conditionally released the same (excluding, nevertheless, any of the foregoing assets of the Debtor which are now or at any time hereafter in possession or control of Secured Party under any written trust agreement wherein Secured Party is trustee and Debtor is trustor);

The real estate upon which the collateral is now or may hereafter be located is commonly known as Ritchie Highway Shopping Center, 5636 Governor Ritchie Highway, Brooklyn Park, Maryland 21225

J.M.M.
initials

initials



SCHEDULE 1

508 444

- | | |
|---|---------------------------------------|
| 1 60" Retarder w/overshelf & racks | 1 21" wood handled fork |
| 1 72" Retarder w/overshelf & racks | 1 1 qt. measuring cup |
| 1 90" Retarder w/overshelf & racks | 1 1 gal. measuring pitcher |
| 1 Pizza Pride sheeter | 1 R.M. 64oz. clear flour scoop |
| or | 2 medium cheese cups |
| 1 Anets sheeter | 2 large cheese cups |
| 1 2-compartment vegetable sink w/faucet | 2 cornmeal shakers |
| 1 3-compartment sink | 3 lexan cheese shakers |
| 1 14" faucet w/pre-rinse | 2 6" clear squirt bottles |
| 1 hand sink w/faucet | 4 R.M. 3½ qt. clear containers w/lids |
| 12 zinc shelves w/ 8 wall standards | 14 cambro 1/6 6" deep pans w/lids |
| 14 polyguard shelves w/ 4 upright standards | 14 cambro 1/6 4" deep pans w/lids |
| 16 76" posts | 18 cambro 1/3 6" deep pans w/lids |
| 1 dunage platform | 12 cambro 1/2 6" deep pans w/lids |
| 6 stainless steel worktables w/ casters | 24 cambro full 6" deep pans w'lids |
| 1 Pizza Pride Electric Oven or | 4 12qt. containers w/lids |
| 1 Pizza Pride Gas Oven or | 3 22qt. containers w/lids |
| 1 Middleby-Marshall Gas Oven | 1 22qt. containers w/ spigot & lid |
| oven exhaust fans, ductwork & curbs | 2 60 qt. S.S. crocks w/lids |
| 1 oven parts kit | 1 11 qt. collander |
| 1 Amana Microwave (RC6PB) | 1 R.M. 9½" scraper |
| 1 VCM-40-220 V Berkel Mixer | 1 R.M. 13½" scraper |
| 1 Northland Frost Free Freezer | 3 3" pastry brushes |
| 1 Proofer cabinet | 2 6" dough cutters |
| 1 Manitowoc Ice machine w/bin | 1 Keen Cutters |
| 1 Vollrath walk-in cooler w/compressor | 1 Ekco ladle |
| 1 floor safe | 3 Ekco nylon servers |
| 1 Menuboard w/companion board | 1 2oz. s.s. ladle |
| 1 Acroprint Time Clock w/card racks | 1 24oz. s.s. ladle |
| 2 RC Allen cash registers | 2 3½" paring knives |
| or | 1 10" cooks' knife |
| 2 Sharp cash registers | 1 double handled cheese knife |
| Signage, wall lettering, murals & logos | 1 24" french wire whip |
| Fire resistant panelling | 3 6oz. clear bar scoops |
| Standard LC counter systems | 1 30" ticket minder |
| Wood benches | 2 44" ticket minders |
| Canvas menudrops | 4 refrigerator/freezer thermometers |
| Warming lights | 2 32oz. Homs scales |
| 1 EL-32C Cono Cup Dispenser | 1 40 lb. Homs scale |
| 2 EL-30 Cup dispensers w/ collars | 1 Edlund can opener |
| 1 EL-16C Cono Cup dispenser | 1 Senior slice chief w/wedge |
| 4 RA-70 ER 24 Dough racks | 3 check spindles |
| 96 18" x 26" alum. dough trays or | 6 12" adaptor bars |
| 96 Camlite yellow dough trays | 1 Nomad floor mat |
| 50 10" pizza pans | 1 10 gal. Brute container w/lid |
| 75 12" pizza pans | 1 sand urn w/top |
| 125 14" pizza pans | 3 liquid hand soap dispensers |
| 6 sandwich pans | 3 roll towel dispensers |
| 24 bread pans | 1 18 qt. step on container |
| 3 10" sauce templates | 6 oven mitts |
| 3 12" sauce templates | 1 14" x 43" prep table rack |
| 3 14" sauce templates | 2 32 gal. Brute containers w/lids |
| 3 pan grippers | 1 55 gal. Brute container w/lid |
| 3 pizza cutters | 1 55 gal. dolly |
| | 1 dust pan |
| | 1 mop bucket w/ wringer |
| | 1 14" window squeege & brush |
| | 1 handle for brush & squeege |
| | 1 push broom w' handle |
| | 1 oven broom |
| | 2 warehouse brooms |

X.T.M.M.

initials initials initials initials

STATE OF MARYLAND
STATE OF MARYLAND

800 508 445

Identifying File No. 206182

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William A. Anquith, Jr.
Address Lot # 78 CRESTWOOD MHP, 7733 Telegraph Rd., SEVERN Md. 21144

2. SECURED PARTY

Name SOCIETY FOR SAVINGS
Address 1280 SILAS DEANE HWY
WEATHERSFIELD, CT. 06109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 ZIMMER Mobile Home
SERIAL # ZZN3320 72 x 14

RECORD FEE 11.00
Name and address of Assessor
4524 W 67TH AVE
FEB 11 1987

* Not subject to Recordation tax
Conditional Sales Contract Signed

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

William Anquith Jr.
(Signature of Debtor)

William Anquith Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Print Above Signature on Above Line

S. C. Behr
(Signature of Secured Party)

SHERRY C. BEHR - Society for Savings
Type or Print Above Signature on Above Line

15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 508 PAGE 446

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

206183

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John F. KEANE and TINA M. KEANE
Address Lot #18 PARKWAY VILLAGE MAP, LAUREL, MD.

2. SECURED PARTY

Name Society For SAVINGS
Address 1230 SILAS DEANE HWY
WEATHERSFIELD, CT 06109
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 FLINTSTONE Mobile HOME
SERIAL # 8965 GA A4B

Name and address of Agency
RECORD FEE 12.00
#52491 0777 201 118.00

* Not Subject to Recordation Tax
Conditional Sales contract Signed



FEB 11 87

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

✓ John F. Keane
(Signature of Debtor)

John F. KEANE
Type or Print Above Name on Above Line

XX Tina M. Keane
(Signature of Debtor)

TINA M. KEANE
Type or Print Above Signature on Above Line

Sherry C. Behr
(Signature of Secured Party)

Society for Savings Sherry C. Behr
Type or Print Above Signature on Above Line
Senior Loan Servicing Officer

12

STATE OF MARYLAND

OCT 27 1986
BOOK 508 PAGE 447

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #13160 C777 RO1 T09:11

RECORDED IN LIBER _____ FOLIO _____ ON June 26, 1986 (DATE)
Book 499 Page 354

RECORD FEE 10.00
432492 C777 RO1 T09:11

1. DEBTOR

Name Annapolis Pizza, Inc.
Address 110 Hillsmere Rd., Annapolis, MD

2. SECURED PARTY

Name Manufacturers National Bank of Detroit
Address 29201 Telegraph Rd/2nd Floor/Regional Banking Div.
Southfield, MI 48034
Person And Address To Whom Statement Is To Be Returned If Different From Above.

FEB 11 1987

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>AMEND EQUIPMENT TO ADD: Wall shelving 60", 48", 36", table 5" splash, KD wall shelf, 15 M/W shelf 2448NK, 20 M/W post 76P, cash drawer, universal corner 90 angle, 2 counter w/shelf 36", cut & box table 60"</p>	

Annapolis Pizza, Inc.
Sharon Rickert Duignan
Signature of debtor
Sharon Rickert Duignan

Manufacturers National Bank of Detroit
Barry Gourley
(Signature of Secured Party)
Barry Gourley, VP
Type or Print Above Name on Above Line

Dated 10/20/86

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261757
 RECORDED IN LIBER 498 FOLIO 21 ON 5/9/86 (DATE)

1. DEBTOR

Name Weems W. Duvall, Jr.
 Address Churchtown, MD 20733

2. SECURED PARTY

Name John Deere Company
 Address P.O. Box 4949
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
 FEB 11 1987

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated 28 January 1987

John Deere Company

Ronald T. Williams
 (Signature of Secured Party)

Ronald T. Williams, Administrator
 Type or Print Above Name on Above Line

1050

Mailed to Secured Party

BOOK 508 PAGE 449

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es):
McCarthy, Kevin J.
3484 Olympia Road
Davidsonville, MD 21035

2. Secured Party(ies) and address(es):
MID-ATLANTIC RESIDENTIAL
INVESTORS LIMITED PARTNERSHIP
c/o Integrated Resources, Inc.
666 Third Avenue
New York, NY 10017

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. Book 496 Page 114
Filed with Anne Arundel Co. Cir Ct Clk Date Filed 3/24 1986

REC-502 0777-001 110420
FEB 12 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

FILE

10. All collateral described in UCC-1 assigned to:

Mellon Bank, N.A.
fbo the Lenders
One Mellon Bank Center
Pittsburgh, PA 15258

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

No. of additional Sheets presented
MID-ATLANTIC RESIDENTIAL INVESTORS
LIMITED PARTNERSHIP

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies). Agent

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

508 450

~~255846~~

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255846

RECORDED IN LIBER 483 FOLIO Pg 208 ON 3/11/85 (DATE) Anne Arundel Cty

1. DEBTOR

Name PETE'S CYCLE CO., INC.

Address 800 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address One Cherry Hill, P.O. Box 8408, Cherry Hill, NJ 08002
Individually and as Agent for Yamaha Motor Corp.
U.S.A. and Yamaha Parts Distributors, Inc.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment (see below)</p>
<p>Amend Secured Party's address to read: <u>1020 Laurel Oak Corp. Center</u> <u>P.O. Box 446</u> <u>Voorhees, NJ 08043</u></p>	

RECORD FEE 10.00
POSTAGE .30
(5203) ITT NO 713 16

FEB 12 87

Walter Leach
Walter Leach - President
Pete's Cycle Co., Inc.

Dated 1-21-87

ITT COMMERCIAL FINANCE CORP.
(Signature of Secured Party)
Linda Barth
Type or Print Above Name on Above Line

105

Mailed to Secured Party

~~RECORDED~~

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 201898

RECORDED IN LIBER 355 FOLIO Pg. 288 ON 4/21/76 (DATE)

Anne Arundel

1. DEBTOR

Name PETE'S CYCLE CO., INC.
Address 800 Ritchie Hwy., Severna Park, MD 21146

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address One Cherry Hill, P.O. Box 8408, Cherry Hill, NJ 08002
Individually and as Agent for Yamaha Motor Corp.
U.S.A. and Yamaha Parts Distributors, Inc.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment (see below)</p>
<p>Amend Secured Party's address to read: 1020 Laurel Oak Corp. Center P.O. Box 446 Voorhees, NJ 08043</p>	

RECORD FEE 10.00
POSTAGE .50
602535 677 001 711417
FEB 12 87

Walter Leach
Walter Leach - President
Pete's Cycle Co., Inc.

Dated 1-21-87

ITT COMMERCIAL FINANCE CORP.
(Signature of Secured Party)
Linda Kerth
Type or Print Above Name on Above Line

1020

Mailed to Secured Party

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT TO BE NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s): Lewis G. Long, Jr.
Name or Names—Print or Type
7379 Furnace Branch Road Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party: Carey Sales & Service, Inc.
Name or Names—Print or Type
3141-47 Frederick Ave., Balto., Md. 21229
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)
- | | | |
|----------|--------------------|------------------------|
| GB1WNK | Serial #241611G2HV | Kold Draft ice machine |
| GB1AN4C | Serial #348003G3CN | Kold Draft ice machine |
| GB1AN4HK | Serial #348004G3CN | " |
| GBN 210 | Serial #366363G3DM | Sleeve |
| GBN-550 | Serial #364799G3DM | bin |
| GBN-550 | Serial 243678G2HW | bin |

4. If above described personal property is to be affixed to real property, describe real property. (Rental) 11.00
n/a

5. If collateral is crops, describe real estate.
n/a

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):
Lewis G. Long, Jr.
(Signature of Debtor)
Lewis G. Long, Jr.
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY:
Carey Sales & Service, Inc.
(Company, if applicable)
Merry Jan Pundzak
(Signature of Secured Party)
Merry Jan Pundzak, S/T
Type or Print (Include title if Company)



TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Ave., Balto., MD. 21229
Lucas Bros. Form F-1

Mailed to Secured Party.
11.50
Long's Condensie
and wrapped
Kerry
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were

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1. DEBTOR(S) and Address(es) Norwood of Maryland, Inc. 1450 Grimm Road Severn, MD 21144	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ <div style="text-align: center; border-top: 1px solid black; padding-top: 5px;">Return to Secured Party</div>
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other: 1. Computerized Management System 2. Model 226-176 30:1 ratio air regulator, air shut off valve, outlet with surge tank, drum cover on an elevator, 25 ft. 3/4" ID hose, gun and swivel and tip, 3/4" NPT (F) air inlet. 3. 1987 Reliant.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 36,000.00

RECORD FEE 11.00
POSTAGE .50

632553 0771 001 111-453

DEBTOR:

Norwood of Maryland, Inc.
(Type Name)

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: Robert S. Kerr, President
(Type Name)

By: James A. Shimer
(Type Name)

By: _____

December 12 19 86
(Date Signed by Debtor)

FEB 12 87

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Additional Address: 1910 Halethorpe Farm Road
Baltimore County
Baltimore, MD 21227

Mailed to Secured Party

Recorded. A.A. Co & Balto City
Taxes pd to SDAT \$129.00 1-20-87

11.50

508 454

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 243317

RECORDED IN LIBER 451 FOLIO 410 ON July 1982 (DATE)

1. DEBTOR: Name DWAYNE & JOAN SELLINO

Address 108 HOLBERRY AVE PASADENA MD 2122

2. SECURED PARTY: Name COMMERCIAL CREDIT

Address 53 MCKINSEY RD SEVERNA PARK MD 21734

Person and Address To Whom Statement is To be Returned if Different From Above.

CHECK ONE OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below) indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assigner whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"); if amendment, both Debtor and Secured Party must sign</p>

RECORD FEE 10.00
 REGISTRY .50
 452550 6777 000 111-53
 FEB 12 87

3. Assignee of Secured Party(ies) from which security information obtainable:

Name COMMERCIAL CREDIT BANK

Address 506 RITCHIE HIGHWAY SEVERNA PARK MD 21144

Dated 8/20/86

LA Whitesell
(signature of secured Party)

LA WHITESSELL
Type or Print Above Name on Above Line

10.50



2661

BOOK 508 PAGE 455

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 262618

Recorded in Libre 499 Folio 523 On 7/3/86

LESSEE/DEBTOR
CASTLE HOME CENTER
193 Md. Route 3, South
Millersville, Maryland 21108

RECORD FEE 10.00
POSTAGE .50
FEB 12 1987

LESSOR/SECURED PARTY
BUTLER AND COMPANY, INC.
8726 Town & Country Blvd., Suite 205
P. O. Box 505
Ellicott City, Maryland 21043-0505

FEB 12 1987

A. ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.



B. AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:

C. PARTIAL RELEASE:

D. TERMINATION:

ASSIGNEE: Equitable Bank, N.A.
100 South Charles Street
Baltimore, Maryland 21201

PROPERTY: Covered Outdoor Storage System

LESSEE/DEBTOR

LESSOR/SECURED PARTY

CASTLE HOME CENTER

BUTLER AND COMPANY, INC.

BY: _____

BY: Deborah Stran Scherr

PRINT NAME & TITLE

DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 505
Ellicott City, MD 21043-0505

209
D-05-3

Mailed to Secured Party



Debtor or Assignor Form

Dealer Contract
FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Rodger Lee Myers

775A Old Herald Harbor Road
Crownsville, Maryland 21032

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: P.O. Box 17292
Baltimore, Maryland 21203

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) J.I. Case 1835B Uni-Loader
Serial #17168714

RECORD FEE 11.00
POSTAGE .50
RECEIVED (777) 201 112403
FEB 12 87

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Rodger J Myers

BY Ronald L Bordeaux

Rodger Lee Myers

Ronald L. Bordeaux

FNB 0850-A

Type or print names under signatures

1150

Mailed to Secured Party

Anne Arundel County

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

BOOK 508 PAGE 457
11/18/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 235468 recorded in
Liber 431, Folio 363 on 11/18/80 at Anne Arundel County Circuit Court

1. DEBTOR(S):

Name(s) Chesapeake Insulation, Inc.
Address(es) 2125 Baldwin Avenue, Crofton, MD 21114

2. SECURED PARTY:

Name Maryland National Bank
Address Church Circle, Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____
- 9. _____

9. SIGNATURES.

SECURED PARTY

Harrell D. Copeland, Jr.

By Maryland National Bank

Harrell D. Copeland, Jr., Asst. Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

September 19, 1986

Mailed to Secured Party

Please send to Neil S. Kurlander, Esq., 929 N. Howard St. Baltimore, Md. 21201
after recording.

10.80

BOOK 508 PAGE 458
266195

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JANUARY 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Washington Tire & Fleet Service Inc., DBA/B W Tire
Address 7375 Washington Boulevard (Box-400), Jessup, MD 20794

2. SECURED PARTY

Name The Uniroyal Goodrich Tire Company
Address 600 South Main Street
Akron, OH 44397-0001

RECORDED FEE 12.00
FEB 12 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Debtor hereby grants The Uniroyal Goodrich Tire Company a continuing security interest in all inventory and equipment, manufactured, sold by, distributed by, or bearing the brand name of the Uniroyal Goodrich Tire Company, or any other names or marks used, sold or distributed by The Uniroyal Goodrich Tire Company wherever located, now owned or hereafter acquired by Debtor, all proceeds therefrom (including insurance proceeds or insurance premium refund) without limitation all accounts, instruments, general intangibles, and other rights to payment of every kind, and Debtor's books and records concerning the foregoing; to secure the payment and performance of all of Debtor's indebtedness and obligations owed to The Uniroyal Goodrich Tire Company, arising at any time under this Agreement or otherwise, together with interest thereon and any renewals or extensions thereof.



CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Michael Gordon, Jr.
(Signature of Debtor)

Michael Gordon, Jr., President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R. G. Mead
(Signature of Secured Party)

R. G. Mead, Mgr. Credit Services
Type or Print Above Name on Above Line

Mailed to Secured Party

11

206196

508 459

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Katz, Peter E. & Carol I 6507 White Rock Rd Sykesville, MD 21784	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy. Wethersfield, CT	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 RECEIVED BY 112:07 FEB 12 87
4. This statement refers to original Financing Statement bearing File No. <u>259315 liber 492 PG 22</u> <u>Anne Arundel Co</u> Date Filed <u>11/12</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

L/Spec



No. of additional Sheets presented _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: SOCIETY FOR SAVINGS
Henry C Behr Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
10-50

(1) Filing Office Copy - Alphabetical

Mailed to Secured Party

Mailed to Secured Party

767
508 TIME 450

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Waters, Wilbur W., Jr. & Cleora V. 643 Ridgefield Court Glen Burnie, MD 21061		2. Secured Party(ies) and address(es) First Fidelity Bank N.A. South Jersey Rt. 541 & Sunset Road Burlington, N.J. 08016	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 MS2817 CTTT ROL T12:14 FEB 12 87
4. This statement refers to original Financing Statement bearing File No. <u>499-58</u> Anne Arundel Co. <u>7/16</u>		Date Filed <u>19</u> <u>86</u>	

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

49/10/11

No. of additional Sheets presented

FIRST FIDELITY BANK N.A. SOUTH JERSEY

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Ann Atkinson
Signature(s) of Secured Party Officer

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

~~RECEIVED~~

~~FILED~~

1080.40

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 508 451 266109

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 1/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

11.00
.50
#52580 0777 H01 112:14

1. DEBTOR

Name LEASE FINANCING CORPORATION
Address 3 Radnor Corporate Center, 100 Matsonford Road
Radnor, Pennsylvania 19087

2. SECURED PARTY

Name KAWASAKI LEASE FINANCING INC.
Address 229 S. State Street, Dover, Delaware 19901

88 12 87

Person And Address To Whom Statement Is To Be Returned If Different From Above
Nancy Jillison, Lease Financing Corporation, 3 Radnor Corporate Center
100 Matsonford Road, Radnor, Pennsylvania 19087

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Crown Controls Corporation forklift trucks and related equipment as described on the attached Schedule A leased by Debtor to LEVITZ FURNITURE CORPORATION under Lease No. 186-1080.41 dated as of April 1, 1986; said Lease and all rentals and other sums due thereunder; and all proceeds, including insurance, and general intangibles related thereto.



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

[Handwritten Signature]
(Signature of Debtor) Richard E. Caruso
LEASE FINANCING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party) Y. Nakamura
KAWASAKI LEASE FINANCING INC.
Type or Print Above Signature on Above Line

1150

SCHEDULE A
LEVITZ FURNITURE CORPORATION
LEASE NO. 186-1080.41
Date of Acceptance :

BOOK 508 PAGE 462

06/19/86

LEVITZ FURNITURE CORPORATION has accepted the following Units pursuant to paragraph 2.c.(1) of the above Agreement for Leasing.

Qty	Description	Serial Number
1	Crown Lift Truck Model 15SP48TT	H 12,475,023
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,024
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,022
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,021
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	

Location of Original Use:
50 Orchard Rd
Glen Burnie, MD 21061

Lessors Cost:
\$75,937.11

BOOK 508 PAGE 463

~~506100~~

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Bonorden, Thomas A. 2 Hines Court Olney, MD 20832	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 RECORDED WITHIN 712413 FEB 12 '87
4. This statement refers to original Financing Statement bearing File No. <u>ID#29 book497 pg367</u> Filed with <u>Compu-Bond Co</u> Date Filed <u>4-29</u> 19 <u>86</u>		261568
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1-SP/1

No. of additional Sheets presented.

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Society For Savings
Sherry C. Beh Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

266051

508 464

FINANCING STATEMENT

1. Names and Addresses
of Debtors:

ROBERT A. RAWLINGS
MILLIE J. RAWLINGS
3305 Harness Creek Road
Annapolis, Maryland 21403

BENJAMIN R. MORELAND
SARAH W. MORELAND
442 Dewey Drive
Annapolis, Maryland 21403

RECORD FEE 16.00
POSTAGE .50
RECORDING FEE 10.00

2. Name of Secured Party:
Address:

MARYLAND NATIONAL BANK
Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

FEB 13 87

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated September 26, 1986, from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. NOT SUBJECT TO RECORDATION TAX.

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

Robert A. Rawlings
Robert A. Rawlings

By Patricia A. Hicks
Patricia A. Hicks
Assistant Vice President

1650

Debtors; (CONTINUED)

Millie J. Rawlings
Millie J. Rawlings

Benjamin R. Moreland
Benjamin R. Moreland

Sarah W. Moreland
Sarah W. Moreland

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT 'A'

BEGINNING for the same at a pipe found where the northeast side of Margaret Avenue intersects the northwest side of Edgewood Street, as shown on the plat of the subdivision of Part of the McGuckian Estate dated February, 1946, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat 8, now Plat Book 19, folio 161; and running from said beginning point with the northeast side of Margaret Avenue, north 63 degrees 36 minutes west 240 feet to a pipe; thence with a line passing through Lots 24 and 5, north 26 degrees 24 minutes east 300 feet to the southwest side of Park Avenue, as shown on said plat; thence with the southwest side of Park Avenue, now known as Virginia Street, south 63 degrees 36 minutes east 240 feet to a pipe at the intersection of the southwest side of said Park Avenue and the northwest side of Edgewood Street; thence with the northwest side of Edgewood Street, south 26 degrees 24 minutes west 300 feet to the place of beginning; being all of the lots from 1 through 4 and from 25 through 28 and the southeast 40 feet of Lots 5 and 24, all in Block N, as shown on the above-mentioned plat, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in April, 1954.

Mail to Mad Nalt BK

508 PMS 467

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

B. For Filing Officer (Date, Time and Filing Office):

1. Debtor(s) Name and mailing address (Do not abbreviate)

DESIGNER DISCOUNT LTD.
2129 FOREST DRIVE
ANNAPOLIS, MD 21404

2. Secured Party(ies) Name and Address:

IMPERIAL SHOES
2413 EASTERN AVENUE
BALTIMORE, MARYLAND
21203

RECORD FEE 10.00
POSTAGE .50
TOTAL COAD IN 115222
FEB 13 84

4. This statement refers to original Financing Statement No. 232048

Date Filed 19

Check if applicable This Financing Statement Change is to be filed for record in the real estate records.

5. A. Continuation
The original Financing Statement is still effective.

B. Assignment
The Secured Party of record has assigned his interest in the following collateral to:

C. Termination
The Secured Party of record no longer claims a security interest under the Financing Statement.

D. Partial Release
The Secured Party of record releases the following collateral:

E. Amendment
The Financing Statement is amended as set forth below:

6.

Imperial Shoes

By _____
Signature(s) of Debtor(s)

By *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Office Copy — Numerical

NOTE: Attaching additional pages to a standard form will render the form into a nonstandard.

STANDARD FORM—FORM UCC-3 (REV. 9-1-83) — APPROVED BY SECRETARY OF STATE OF TEXAS

THE ODEE COMPANY, DALLAS, TEXAS 75238

10. 2
3

MAIL TO:
DESIGNER DISCOUNT LTD
2136 GENEVA AVE
ANNAPOLIS, MD 21404
Mail to ~~ANNAPOLIS, MD 21404~~

Return to
PRINCETON TITLE CO.
114 FITCHIE HIGHWAY
PASADENA, MD 21122

3007 508 PHE 468

265924

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 65,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s)

Ki Hong Bang
Ran Yoe Bang

Address(es)

11215 Five Springs Road
Lutherville, Maryland 21093

RECORD FEE 12.00
POSTAGE .50
RECORDING DIVISION 415438
FEB 13 87

6. Secured Party

MARYLAND NATIONAL BANK
Attention: Dennis R. Glasgow
(Annapolis REM Unit)

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated January 14, 1987 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Ki Hong Bang (SEAL)
Ki Hong Bang

Ran Yoe Bang (SEAL)
Ran Yoe Bang

Secured Party
MARYLAND NATIONAL BANK

By Dennis R. Glasgow (SEAL)
Dennis R. Glasgow
Assistant Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECORDED 125

12/21/87

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (Fifth Election District), State of Maryland, and more particularly described as follows:

BOOK 508 PAGE 489

KNOWN AND DESIGNATED as Unit Numbered 4-A, CHATHAM EXECUTIVE PARK, as shown on a Plat entitled, "CHATHAM EXECUTIVE PARK, a Condominium", recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 31, folio 17, at Plat Number E-1517, and subject to Master Deed and By-Laws by Manor House Joint Venture, Chatham Development Corporation and Divinity Cove Service Corporation, dated July 6, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3756, folio 373.

The improvements thereon being known as 1412 Crain Highway N., Glen Burnie, Md. 21061.

Mail to _____

BOOK 508 PAGE 470

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. BK 474

Page No. 1

Identification No. 252249

Dated June 8, 1984

1. Debtor(s) { Calvert L & Mary A. Kiessling (Mr is deceased)
Name or Names—Print or Type
8396 New Cut Rd. Severn, MD 21144
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
918336 0040 R02 T1140
FEB 16 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: DEC 22 1988

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10.00
.50

STATE OF MARYLAND

BOOK 508 P. 472

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 508 FOLIO 472 ON _____ (DATE)

RECORD FEE 10.00
POSTAGE .50
#32802 6777 801 108130

1. DEBTOR

Name The Yacht Basin Company, Inc.

Address P.O. Box 168, 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.

Address P.O. Box 74, Route 9 & The Garden State Pkwy, New Gretna, N.J. 08224

FEB 16 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1987

VKY48465B787 (Anne Arundel County)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Security Savings and Loan Association 18 Northeast Avenue Vineland, New Jersey 08360</p>	

Dated 1-30-87

(Signature of Secured Party)

Gerard D. Straub, Secretary

Type or Print Above Name on Above Line

1586

200230

BOOK 508 PAGE 473

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): EASTERN PETROLEUM CORPORATION
 Address: 33 Hudson Street
 Annapolis, Maryland

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 12.00
 POSTAGE .50
 452810 CTTT ROL 108138

3. This Financing Statement covers the following types (or items) of property:
 SEE ATTACHED SCHEDULE A

FEB 16 87



4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): EASTERN PETROLEUM CORPORATION
J. Kent McNew
 J. Kent McNew - President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
John J. Feldman III
 By: John J. Feldman III - Assistant Vice President
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1230

EASTERN PETROLEUM CORP.



SCHEDULE A

BOOK 508 PAGE 474

- 6 - Gilbarco R261-0 remanufactured dual one product dispensers
- 1 - 24' X 39' Two Column Canopy with Metal Halide Lights Installed

266231

BOOK 508 PAGE 475

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: _____

The Debtor is a transmitting utility

1. Debtor's Name, Title and Address(es)
 KATHRYN L. OSTENDORF
 Crestwood MHP
 7733 TELEGRAPH ROAD
 SEVERN RD 21144

2. Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; 4245
 WOODBRIDGE, VA 22191

4. For Filing Office: Date, Time, No. Filing Office
 RECORD FEE 11.00
 POSTAGE .50
 25812 077130 163740
 FEB 16 87

5. The Financing Statement covers the following types of items of property
 1984 RACOR
 20 X 14 SERIAL # CHY4701430ND13257
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6. Assignment of Secured Party and Address(es)
 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The number to be cut or minerals or the like (including oil and gas) is on.
 *(Describe Item 1 state in Item 8.)

8. Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is property of the original collateral described above in which a security interest was perfected on <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					
KATHRYN L. OSTENDORF					
By <u>Kathryn L. Ostendorf</u> Signature(s) of Debtor(s)			By <u>Donna C. Irvine</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)		

(1) FILING OFFICER COPY - NUMERICAL
 (3/83) 11-80 STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania



266232

508 715478

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

RECORD FEE 11.00

(1) Debtor(s) (Last Name First) and Address(es)
Kroger Electric Company
1007 Crain Highway, S.E.
Glen Burnie, Maryland 21061

(2) Secured Party (ies) (Name(s) And Address(es))
Dominion Bank of Maryland
Route #3, P.O. Box 300
Millersville, Maryland 21108

452814 0777 801 708143
FEB 15 87

(3) (a) Collateral is or includes fixtures
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property,

** NO RECORDATION TAX**
(Conditional Sale)



Per Attached "Schedule A"

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Kroger Electric Company

(By) *Beland J. K... (Signature)*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Mailed

11-

Secured Party(ies) [or Assignees]

Dominion Bank of Maryland

(By) *Stanton L. Rea (Signature)*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest in Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK 508 PAGE 477

SCHEDULE "A"

- (1) Ditch Witch trencher, Model 2310 with all standard equipment including a 30 H.P. air-cooled Wisconsin gas engine, Model VH4D, 26x12x12 hi flotation bar big tires with rear wheel weights, 48" large end roller boom with 48"x6 50,000 lb. heavy duty alligator chain, 4-way fully hydraulic backfill blade, R.O.P.S. hour meter ammeter. Serial #3C0949
- (1) Ditch Witch backhoe, Model A220 with 2-lever control 12" bucket. Serial #1C0981
- (1) Ditch Witch trailer, Model 54A. Serial #9044

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying 1

206233

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Neil Woods, DDS
Address 156 Ritchie Highway
Severna Park, MD 21146

2. SECURED PARTY

Name Bankers Leasing Association, Inc.
Address 155 Revere Drive
Northbrook, IL 60062

RECORD FEE 11.00
RECORDING CITY: TOVA 138
FEB 17 87

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Royal Dental Chair
1 - Royal Doctors Stove
1 - Star Titan Scaler
2 - Faro Ceiling Mounted Lights
1 - Ampco Doctors Unit
1 - 10 MGB CPU Floppy Back UP SN 80-13199
1 - Diablo Letter Quality Printer/Stand SN 3949
1 - Zephyr CRT SN Z11997

Name and address of Assignee
Deerfield Federal Savings
745 Deerfield Road
Deerfield, IL 60015

CR
CLERK

COUNTY FILING:

LEASE NO. 870047

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[X] (Products of collateral are also covered)

Dr. Neil Woods DDS (obs)
(Signature of Debtor)

DR. NEIL WOODS, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Herbert E. Minds (obs)
(Signature of Secured Party)

HERBERT E. MINDS, VICE PRESIDENT
Type or Print Above Signature on Above Line

11

BOOK

508 479

STATE OF MARYLAND

206231

FINANCING STATEMENT FORM 0001

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURE!

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CECIL HANKINS
Address 157 NORTHDALE Rd GLEN BIRDIE, Md. ZICE

2. SECURED PARTY

Name M. J. Richardson & Sons, Inc. Assignee of Secured Party
Address 6400 Windsor Hill Road KUBOTA CREDIT CORPORATION, USA
Baltimore, MD 21207 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
see above

KUBOTA L2250DT-1 TRACTOR SERIAL # 53160
KUBOTA BF400G LOADER SERIAL # 13930

RECORD FEE 11.00
55286 0177 801 110124
FEB 17 87

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

C Hankins
(Signature of Debtor)

C. HANKINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W E Richardson Pres
(Signature of Secured Party)

W E Richardson
Type or Print Above Signature on Above Line

11-

BOOK 508 PAGE 480 206235

 Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Commerce Printing Corp. 7513 Connelly Drive Hanover, Anne Arundel, MD 21076		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
Assigner of Secured Party CIT Corporation		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Kirk Rudy Model 215 Automatic Labeling Machine S/N 12861963 With Kirk Rudy 211 Computer Label Head Model 217-8 Foot Variable Speed Conveyor And Labeling Head S/N 12862219		
<small>Proceeds of collateral are also covered.</small>		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Commerce Printing Corp.	Secured Party The CIT Group/ Equipment Financing, Inc.	
By <u>Ronald Kimery</u> (Seal) Title <u>Sent/Gen</u>	By <u>Diane Grossman</u> CIT	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Ronald Kimery</u> <small>Type or print name(s) of person signing</small>	<u>Diane Grossman</u> <small>Type or print name of person signing</small>	

RECORD FEE 11.00
 FROTHING 50
 FEB 17 1987



1150

266236

BOOK 508 PAGE 481

TO BE } CROSS INDEXED
 NOT TO BE } [REDACTED] IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

JOHN J. SHEA
 Name or Names—Print or Type
 919 LYNVUE AVE LINTHICUM, MD 21090
 Address—Street No., City - County State Zip Code

BERTHA M. SHEA
 Name or Names—Print or Type
 919 LYNVUE AVE LINTHICUM, MD 21090
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
 Name or Names—Print or Type
 6650 RITCHIE HWY GLEN BORO, MD 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary): INSTALLED 20 YEAR PRO RATED ROOFING SHINGLES AND .032 GAUGE CONTINUOUS GUTTERING

4. If above described personal property is to be affixed to real property, describe real property.
919 LYNVUE AVE SINGLE FAMILY DWELLING
LINTHICUM, MD 21090

5. If collateral is crops, describe real estate.

RECORDING FEE 15.00
 POSTAGE .50
 REC'D FEB 17 1987
 FEB 17 1987

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S):

John J. Shea
 (Signature of Debtor)
 JOHN J. SHEA
 Type or Print

Bertha M. Shea
 (Signature of Debtor)
 BERTHA M. SHEA
 Type or Print

SECURED PARTY:

Sears, Roebuck and Company
SEARS ROEBUCK & CO
 (Company, if applicable)
 (Signature of Secured Party)
 J. D. Althouse—Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207
 Name and Address

15.50
 AA Co
 2

TO BE
 NOT TO BE

CROSS INDEX
IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

LOUIS C. WOLF SR
Name or Names—Print or Type
36 AQUA HART RD GLEN BURNIE AP, MD 21061
Address—Street No., City - County State Zip Code

MILDRED I. WOLF
Name or Names—Print or Type
36 AQUA HART RD GLEN BURNIE AP, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK & CO
Name or Names—Print or Type
6650 RITCHIE HWY GLEN BURNIE MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED 25 YEAR PRE-PAVED ROOFING SHINGLES ON HOUSE (EXCEPT REAR ADDITION) AND ON GARAGE

4. If above described personal property is to be affixed to real property, describe real property.
36 AQUA HART RD SINGLE FAMILY DWELLING
GLEN BURNIE, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 15.00
POSTAGE .50
ADVERT CHG 21.00
FEB 17 87

DEBTOR(S):

SECURED PARTY:

Louis C. Wolf Sr.
(Signature of Debtor)
LOUIS C. WOLF SR
Type or Print
Mildred I. Wolf
(Signature of Debtor)
MILDRED I. WOLF
Type or Print

Sears, Roebuck and Company
SEARS, ROEBUCK & CO
(Company, if applicable)
(Signature of Secured Party)
J. D. All...
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21007
Name and Address _____

115.50
AA Co.
2

206233

BOOK 505 P. 483

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es) AVAIR, Inc. Baltimore-Washington Int'l Airport P.O. Box 8766 Baltimore, MD 21240	2 Secured Party(ies) and address(es) BANK ONE, DAYTON, NA Kettering Tower Dayton, Ohio 45401	3 Maturity date (#8 above): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 452483 0777 401 110:25 FEB 17 87
--	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

4. This financing statement covers the following type or items of property whether now owned or hereafter arising or acquired by debtor together with all replacements, additions, accessions, substitutions and accessories thereto including, without limitation, the items described on exhibit(s) _____ attached hereto and made a part hereof:

- All inventory, merchandise, raw materials, work in process and supplies
- All accounts, general intangibles, chattel paper, instruments, and other forms of obligations and receivables
- All goods, equipment, machinery, furnishings and other personal property
- Specific collateral described as follows:

Check if applicable. Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____

This financing statement is to be filed in the real estate records

Filed with: State of Maryland and AnneArundel County

This instrument prepared by BANK ONE, DAYTON, NA

By: *Dimitri Nicholas* AVAIR, Inc. Signature(s) of Debtor(s)
 Dimitri Nicholas, Chairman of the Board

By: *Phillip A. Raynes* BANK ONE, DAYTON, NA Signature(s) of Secured Party(ies)
 Phillip A. Raynes, V.P. 067-999-0349

Filing Office Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

11 - 50

190287

206230

JES/02/11/87
2450s

BOOK 508 PAGE 484

To be recorded:
(a) among Land Records;
(b) in Financing Statement
Records, and
(c) with State Department of
Assessments and Taxation

Not subject to recordation
tax:
Principal amount is
\$5,800,000.00

FINANCING STATEMENT
(\$5,800,000.00 Indebtedness)

1. Debtor:	Address of Debtor:
J.R. Annapolis Associates, a Maryland joint venture	c/o William P. Beatson, Jr. P.O. Box 4697 8 Chesapeake Landing Annapolis, Maryland 21403

2. Secured Party:	Address of Secured Party:
Provident Life and Accident Insurance Company, a Tennessee corporation	Fountain Square Chattanooga, Tennessee 37402

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in and to, and the proceeds of:

3.1. All of the rights and property of the Debtor described on Exhibit B hereto.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor pertaining to the Land referred to in paragraph 6 below.

4. The aforesaid items are included as security in a Second Deed of Trust and Security Agreement of even date herewith and given by the Debtor to Charles T. Cady and Morton P. Fisher, Jr., Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland (hereinafter referred to as "the Deed of Trust"), securing the Debtor's obligations under a Promissory Note of even date herewith, and issued by the Debtor to the Secured Party evidencing the \$5,800,000.00 indebtedness of the Debtor.

5. Proceeds of collateral and accessions are covered hereunder.

6. The said land consists of all of that land located in the said County which is described in the Deed of Trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's full and timely performance of its obligations under the provisions of the \$5,800,000.00 Deed of Trust Note and the Deed of Trust. Without altering or impairing the operation and effect of the provisions of the Deed of Trust, the Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest, and the Debtor hereby grants to the Secured Party a

RECORDED SEE
23.00
POSTAGE
#12477 0345 R02 11:45
50
FEB 17 87

Handwritten initials

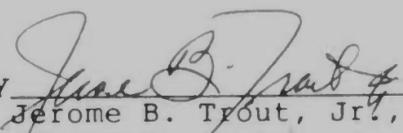
JES/02/11/87
2450s

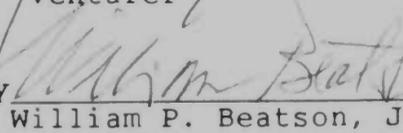
BOOK 508 PAGE 485

security interest, in the collateral described herein, as security for the Debtor's performance of its obligations under the provisions of the Note and the Deed of Trust, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

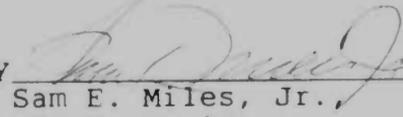
Debtor:

J.R. ANNAPOLIS ASSOCIATES,
a Maryland joint venture,

by  (SEAL)
Jerome B. Trout, Jr.,
Venturer

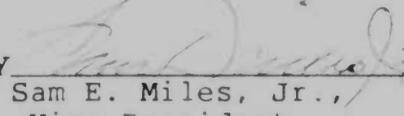
by  (SEAL)
William P. Beatson, Jr.,
Venturer

by PROVIDENT LIFE AND ACCIDENT
INSURANCE COMPANY, Venturer,

by  (SEAL)
Sam E. Miles, Jr.,
Vice President

Secured Party:

PROVIDENT LIFE AND ACCIDENT
INSURANCE COMPANY, a
Tennessee corporation

by  (SEAL)
Sam E. Miles, Jr.,
Vice President

Date: February 12, 1987

To the Filing Officer: After this Statement has been recorded, please mail the same to Jane E. Sheehan, Esquire, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Baltimore, Maryland 21202.

FINANCING STATEMENT

by

J.R. ANNAPOLIS ASSOCIATES, Debtor

and

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

Reference is made to an iron pipe now set at the beginning of the conveyance by The Rapse Development Company, Inc. to Hardesty Annapolis Joint Venture by Deed dated July 18, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.M. 2321, folio 248; thence leaving said beginning point so fixed and running with the outlines and said conveyance with meridian referred to Anne Arundel County Grid North as now surveyed and shown on a plat attached hereto; (1) South 07 degrees 33 minutes 32 seconds East 1064.93 feet, to an iron pipe now set, (2) South 69 degrees 05 minutes 42 seconds West 316.50 feet, to an iron pipe now set and (3) South 39 degrees 05 minutes 42 seconds West 110.75 feet, to the northern most side of Jennifer Road (80 feet wide) thence leaving the outlines and running through a part of said conveyance with said northern most side of Jennifer Road as shown on Anne Arundel County Department of Public Works plat numbers 14490-X, 14491-X and 14492-X, (4) South 75 degrees 39 minutes 37 seconds West 1017.92 feet, to an iron pipe set, thence running with a curve to the left having a radius of 860.90 feet, and an arc distance of 252.29 feet, on a chord, (5) South 67 degrees 15 minutes 53 seconds West 251.39 feet, to an iron pipe now set, thence running (6) North 66 degrees 34 minutes 43 seconds West 73.91 feet, to an iron pipe now set, and (7) South 51 degrees 33 minutes 14 seconds West 55.68 feet to an iron pipe set in the centerline of the former W. B. and A. Electric Railroad Right of Way (now abandoned), and in the eight outline of said conveyance, (Said line having a radius of 5297.56 and an arc distance of 629.80); thence running with part of said outline with a curve to the right having a radius of 5297.56 feet and an arc distance of 85.32 feet, on a chord, (8) North 39 degrees 55 minutes 39 seconds West 85.32 feet, to an iron pipe now set, thence leaving the centerline of said former Railroad Right of Way and running still with the outlines of said conveyance to Hardesty Annapolis Joint Venture as shown on said plat attached hereto; (9) North 52 degrees 25 minutes 21 seconds East 1049.13 feet, to an iron pipe there found, (10) North 14 degrees 20 minutes 42 seconds East 837.67 feet, to an iron pipe there found, (11) North 79 degrees 23 minutes 56 seconds East 44.34 feet, to a concrete monument there found, (12) North 78 degrees 18 minutes 31 seconds East 306.67 feet, to a concrete monument there found and (13) North 82 degrees 41 minutes 11 seconds East 256.85 feet, to the place of beginning. Containing 27.8349 acres, more or less, according to a survey and plat made by DeBerry, Nealon and Davis, Registered Professional Land Surveyors in July, 1979.

JES/02/11/87
2450s

FINANCING STATEMENT

BOOK 508 PAGE 487

by

J.R. ANNAPOLIS ASSOCIATES, Debtor

and

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, Secured Party

EXHIBIT B

Additional Description of Rights and Property of Debtor

All of the following described rights and property of the Debtor pertaining to the land described in Exhibit "A" to this Financing Statement and/or any buildings or other improvements now or hereafter constructed on said land (said land and improvements are hereinafter referred to as the "Property"):

(1) All machinery, equipment, fittings, fixtures, furniture, furnishing, materials, supplies, attachments, apparati and appliances, including all additions thereto and replacements thereof, and any other items of property whatsoever now or hereafter owned by Debtor and located in, upon or under the Property (whether actually or constructively attached thereto) and used or usable in connection with any present or future operation of the Property, including without limitation: all heating, air conditioning, air cooling, sprinkling, freezing, lighting, water distribution, electric distribution, laundry, incinerating, plumbing, sewage, processing, lifting, cleaning, vacuuming, fire prevention, fire extinguishing, refrigerating, ventilating, telephone and communications systems, apparati, fixtures, conduits and attachments; all dynamos and generating equipment; all engines, pipes, pumps, tanks, motors, switchboards, lifting stations, boilers, ranges, furnaces, oil burners or units thereof; all appliances, carpeting, underpadding, elevators, escalators, shades, awnings, screens, blinds, storm doors and windows; and any other items of property acquired by Debtor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in the Property and/or used in connection with the Property.

(2) All rights of Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Property and/or any items covered by this financing statement, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Property and/or any items covered by this Financing Statement.

(3) All awards made by any public body or decreed by any court of competent jurisdiction in any eminent domain proceeding for a taking, or for degradation of value, of all or any portion of the Property and/or any items covered by this Financing Statement.

(4) All rights of Debtor as lessor in and to all leases now or hereafter affecting all or any portion of the Property, including prepaid rent and security deposits, and/or

all rental income, whether payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof.

(5) All rights of Debtor in, under or by virtue of all present or future contracts, instruments, accounts, permits, licenses, trade names, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, any portion thereof or interest therein, including without limitation: (i) all contracts, plans and permits for or related to the development, construction or refurbishing of all or any portion of the Property, (ii) any agreements for the provision of utilities to all or any portion of the Property, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Property, including any deposits paid by purchasers and any proceeds of such sales contracts (including any purchase-money notes and mortgages from such purchasers), and (v) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property.

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1
 206210
 508
 489
 File No.

Anne Arundel
Sherida
#11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated November 13, 1986 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE:
 Name Howard County Landscape and Sodding Company, Inc.
 Address 8009 Old Jessup Road, Jessup, Maryland 20794

2. ~~XXXXXXXXXXXX~~ LESSOR:
 Name First Maryland Leasecorp
 Address 25 S. Charles Street
Baltimore, Maryland 21201
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
See Schedule A attached

Name and address of Assignee
 RECORD FEE 11.00
 MORTGAGE .30
 455008 0771 01 113:00
 11/17/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Howard County Landscape and Sodding Company, Inc.

William Armstrong
 (Signature of Debtor)
William Armstrong - President
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

First Maryland Leasecorp
Carth C. Harding
 (Signature of Secured Party)
Carth C. Harding - V.P.
 Type or Print Above Signature on Above Line

1150

SCHEDULE A

BOOK 508 PAGE 490

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of November 13, 1986, between Lessor, as lessor, and Lessee, as lessee, together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the herein schedule.

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

One (1) new 1986 Kubota Tractor, Model L2850DT7 serial number 52463, one (1) new Kubota Front End Loader, Model BF500 serial number 11472; and one (1) new Harley Power Rake, Model TR38 serial number 02147.

Equipment Location: 8009 Old Jessup Road
Jessup, Maryland 20794

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 508 491 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 206211

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 13 February 1987 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Capital Graphics, Inc.
Address 108 Hillsmere Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Maryland Capital Graphics, Inc.

BY: Theodore A. Bucplo
(Signature of Debtor)

Theodore A. Bucplo, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11 50

Bay National Bank

Lee M. Donovan
(Signature of Secured Party)

LEE M. DONOVAN
Type or Print Above Signature on Above Line

RECORDED FEE 11.00
INDEXING .50
ANAPOLIS CITY 901 714-417
FEB 17 87

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 8004 508 Identifying-File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

13 February 1987

This financing statement Dated 13 February 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wheatley and Wolleson
Address 34 Defense Street, Annapolis, MD 21401

RECORDED FEE 12.00

PLUSTRAD 1.00

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

RECORDED FEE 12.00
PLUSTRAD 1.00
FEB 17 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles, now owned or hereafter acquired by debtor, and all Proceeds (cash and non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wheatley & Wolleson

Charles F. Wheatley, Jr.
(Signature of Debtor)

Charles F. Wheatley, Jr. Partner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Lee M. Donovan
(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 508 PRE 493 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 206213

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 4 February 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MID-ATLANTIC YACHTS, LTD
Address 301 Fourth Street, Annapolis, MD 21403

2. SECURED PARTY

Name BAY NATIONAL BANK
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1982 Carver Powerboat "JimJan"
HIN # CDR000680482
USCG # 667073



RECORD FEE 11.00
POSTAGE .50
RECORDS UNIT NO. 114492
FEB 17 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MID-ATLANTIC YACHTS, LTD.

X Lawrence E. Cosgrif
(Signature of Debtor)

Lawrence E. Cosgrif, Secretary

Type or Print Above Name on Above Line

Mitchell R. Nathanson
(Signature of Debtor)

Mitchell R. Nathanson, Vice President

Type or Print Above Signature on Above Line

1450

BAY NATIONAL BANK

David S. Proctor
(Signature of Secured Party)

David S. Proctor, Loan Officer

Type or Print Above Signature on Above Line

LEE M. DONOVAN, PRESIDENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 508 PAGE 194 Identifying File No. 200211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10 February 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SPAR ASSOCIATES, INC.
Address 927 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name BAY NATIONAL BANK
Address 2661 Riva Road, Bldg 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CR. CLEAR FEB 17 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SPAR ASSOCIATES, INC.
[Signature]

(Signature of Debtor)

LAURENT C. DESCHAMPS PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1/100

BAY NATIONAL BANK

[Signature]

(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

BOOK 508 FILE 495

January 20, 19 87

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. Liber 436 Page 275, 237435 Dated April 14, 1981

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Bryan G. and Ann E. Cruse

ADDRESS 108 Spa Drive

Annapolis MD 21403

RECORD FEE 10.00
STAMP
103178 0345 001 116:14
SEP 17 87

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

10.00

MARYLAND FINANCING STATEMENT

266215

BOOK 508 PAGE 496

Not Subject to Recordation Tax - Equipment Rental

Recordation Tax of \$ _____ on _____

Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code

1 DEBTOR: DAVID C. & JOAN A. STOCKETT
(Name or Names)
5234 SOLOMONS ISLAND ROAD LOTHIAN, MARYLAND 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)

(Address)

4 This Financing Statement covers the following types (or items) of property:

One (1) 1987 Peterbilt Model #379 with 250" Wheelbase equipped with 12,000 sound front axle, 4,000 sound rear axle, 127" cab with sleeper; One (1) 1981 Bocat Trailer s/n 15RB04228B1CN0649; one (1) 1987 Ford Model #F350 Truck s/n 1FDKF3815HNA08689; one (1) Bolderson/Fleco Clamp Rake plus all attachments and accessories thereto.

RECORD FEE 12.00
 POSTAGE .50
 #18714 0040 R02 110:51
 FEB 18 87



NOT SUBJECT TO RECORDATION TAX - EQUIPMENT RENTAL

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
DAVID C. & JOAN A. STOCKETT
 By: David C. Stockett (Title)
David C. Stockett
(Type or print name of person signing)

SECURED PARTY
UNION TRUST COMPANY OF MARYLAND
 By: Frederick L. Winters
Frederick L. Winters CPA
(Type or print name of person signing)

By: Joan A. Stockett (Title)
Joan A. Stockett
(Type or print name of person signing)

Return To: UNION TRUST COMPANY OF MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

12.00

MARYLAND FINANCING STATEMENT

Not Subject to Recordation Tax - Equipment Rental
 Recordation Tax of \$ _____ on _____
Principal Amount of \$ _____ (if enclosed)
has been paid (strike inapplicable phrase).

For Filing Officer
File No. _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR: DAVID C & JOAN A. STOCKETT
(Name or Names)
5234 SOLOMONS ISLAND ROAD LOTHIAN, MARYLAND 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made a part thereof.

RECORD FEE 12.00
POSTAGE .50
#18715 0040 R02 710:52
FEB 18 87



NOT SUBJECT TO RECORDATION TAX - EQUIPMENT RENTAL

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
DAVID C. & JOAN A. STOCKETT
By: David C. Stockett Title: _____
Joan A. Stockett
(Type or print name of person signing)

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
By: [Signature] Title: CR
Frederick L. Wilson, CR
(Type or print name of person signing)

By: Joan A. Stockett Title: _____
Joan A. Stockett
(Type or print name of person signing)

Return To: UNION TRUST COMPANY OF MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

12/20/87

P

SCHEDULE "A"

page 508 of 498

Attached to and a part of that certain Business Loan Security Agreement dated February 6, 1987 and on a UCC-1, Financing Statement

- (1) One Morbark Stump Chipper s/n 975012 equipped with the following:
- 8' diameter chipper disc with 30 carbide knives and 4 treated steel knives
 - Morbark Model 75 backhoe style loader with extended boom with 18' reach, turntable bearing with 330 degree swing, Rotobec grapple with 360 degree continuous rotation and Munsion-Tyson joystick controls
 - 18' infeed hopper made of 3/8" plate steel with debris drop out
 - Dual axle suspension with brakes and lights to ICC specifications
 - Heavy duty hydraulically operated pusher ram made out of 1/2" plate
 - Retractable discharge spout
 - Heavy duty frame
 - 5th wheel pin
 - Operator's cab

Power Option:

- 650 Cummins diesel engine complete with 318 Twin Disc clutch with Cotta gear box transmission with coupler, necessary hydraulic components, wiring, air cleaners, and filters, radiator screening guards, and all necessary gauges

Optional Equipment:

- Combination air conditioner/heater
- Additional carbide chipper knives
- Additional 7 1/2" dual edged chipper knives

- (1) One Morbark Knife Grinder, s/n _____ equipped with the following:

266217

BOOK 508 PAGE 409

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Classic V.W., Inc.
d.b.a. Classic Motor Cars

1930 West Street
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

Purchase money security interest in inventory from time to time of Chrysler, Plymouth, Volkswagen and Mazda Automobiles.

RECORD FEE 12.00
POSTAGE .50
#18839 0940 R02 T15428
FEB 18 87

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

CR CLERK

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Classic V.W., Inc. dba Classic Motor Cars
BY: *Ray H. Stevenson*
Ray H. Stevenson, Vice President

FARMERS NATIONAL BANK OF MARYLAND

BY: *Ray Selby*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

12 00 .50

BOOK 508 PAGE 500

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 239897 recorded in Liber 442, Folio 374 on October 2, 1981 (date)

1. DEBTOR(S):

Name(s) 184 DUKE OF GLOUCESTER ASSOCIATES
c/o RONALD S. SHAPIRO
Address(es) 1120 Connecticut Avenue, N.W.
Washington, D.C. 20036

2. SECURED PARTY:

Name THE EQUITABLE TRUST COMPANY
Address P.O. Box 1225
Rockville, Maryland 20850

Person and Address to whom Statement is to be returned if different from above.
HARRISON B. WETHERILL, JR.
2024 West Street, Suite 300
Annapolis, Maryland 21401
(301) 266-6510

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORDED FEB 10.00
POSTAGE .50
#18869 0040 R02 716402
FEB 19 87

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association, successor in interest to THE EQUITABLE TRUST COMPANY
By Barbara A. Wykowski

Barbara A. Wykowski, Corporate Banking Officer
(Type Name and Title)

10.00
.50

265899

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 95,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

J. Skevington, Limited
Name or Names—Print or Type
21646 Keeney Mill Road, Freeland, Baltimore County, MD 21053
Address—Street No., City - County State Zip Code

John Skevington and Beverly Skevington
Name or Names—Print or Type
21646 Keeney Mill Road, Freeland, Baltimore County, MD 21053
Address—Street No., City - County State Zip Code

2. Secured Party: *Mail to*

Berry Laminated Products, Inc.
Name or Names—Print or Type
5924 Ritchie Highway, Baltimore, Anne Arundel County, MD
Address—Street No., City - County State Zip Code 21225

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Berry Laminated Products, located at 5924 Ritchie Highway, Baltimore, Anne Arundel County, Maryland 21225.

4. If above described personal property is to be affixed to real property, describe real property.
N/A

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

CR CLERK

RECORD FEE 13.00
PROPERTY TAX 50
ANNE ARUNDEL COUNTY MD TAX-16
FEB 19 87

DEBTOR(S): J. SKEVINGTON, LIMITED SECURED PARTY:

John Skevington
(Signature of Debtor)
John Skevington, President
Type or Print

John Skevington
(Signature of Debtor)
John Skevington
Type or Print

Beverly Skevington
(Signature of Debtor)
Beverly Skevington
Type or Print

BERRY LAMINATED PRODUCTS, INC.
(Company, if applicable)
Mary E. Berry
(Signature of Secured Party)
Mary E. Berry, President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Hartman and Crain
2661 Riva Road, Suite 810, Annapolis, MD 21401
Lucas Bros. Form F-1

1300
50

RETURN TO: DOMINION BANK/7220 WISCONSIN AVENUE, BETHESDA, MD 20814

265913-
FINANCING STATEMENT

For Filing Officer Use
File No. _____
Date & _____
Hour _____

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated December 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
Clarence N. Ouellette Gaye M. Ouellette	329	Magothy Bridge Rd.	Severna Park	MD	21146

Name of Secured Party or assignee	No.	Street	City	State	Zip
Dominion Bank of Maryland, National Association	7220	Wisconsin Avenue	Bethesda	Md	20814

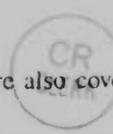
1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)
BEING known and designated as Lot Numbered twenty-five (25) as shown on a Plat prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers, dated December 12, 1966, entitled "Proposed Re-subdivision of Lots, 8, 10 and 12, Rockville, Third District of Anne Arundel County, Elizabeth Madary Prop." (the subdivision of said Rockville being recorded in Plat Book No. 25, at page 32) said re-subdivision plat of said lot being now of record among the Land Records of said County in Liber MSH No. 2046, folio 106. The lot of ground hereby conveyed has a frontage of 100 feet on the northernmost side of Madary Road, as shown on said Plat, recorded as hereinbefore stated.

(If affixed to realty - state value of each article)

CHECK LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty - state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX
~~THE HOLDER OF THIS FINANCING STATEMENT IS A LENDER AND THIS STATEMENT IS SUBJECT TO THE PROVISIONS OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE OF MARYLAND AND IS APPLICABLE TO SUCH DEBTORS AND COLLATERAL AS SET FORTH IN THE SCHEDULED PARTS OF THIS STATEMENT.~~

RECORD FEE 17.00
JUSTICE .50
TOTAL FEE 17.50
DEC 19 1986



Debtor(s) or assignor(s)	Secured Party or assignee
<u>Clarence N. Ouellette</u> Clarence N. Ouellette	<u>Dominion Bank of Maryland</u> (Seal) (Corporate, Trade or Firm Name)
<u>Gaye M. Ouellette</u> Gaye M. Ouellette	<u>R. Ronald Sinclair</u> Signature of Secured Party or Assignee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

1200

DBM 114

Mailed to Secured Party

BOOK 508 PAGE 503

200000



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Fort Meade Aggregates, Inc. 2800 52nd Avenue P.O. Box 664 Bladensburg, MD 20710	2. Secured Party(ies) and address(es) Hercules Cement Company Main Street Stockertown, Penna. 18083	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4. This financing statement covers the following types (or items) of property:

Cement storage silo and scales currently located at Fort Meade Junction, Maryland, and all proceeds thereof. Silo and scales are located on 6.3795 acres of land purchased from the Baltimore and Ohio Railroad at Fort George G. Meade Junction, Anne Arundel County, Maryland.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
MAY 13 1973 101 710-183

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Circuit Court for Anne Arundel County, Maryland

By: Fort Meade Aggregates Inc By: Hercules Cement Company
Robert A. Jenkins *David A. Nigam*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

To be recorded in the Financing Statement Records
in Anne Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX

000003

505 11-504

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 2/19/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR
Name Annapolis Life Care, Inc., a Maryland chartered not-for-profit corporation
Address 2901 Riva Trace Parkway, Annapolis, Maryland 21401

2. SECURED PARTY
Name Chemical Bank, a New York banking corporation
Address Real Estate Division, 633 Third Avenue
New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

The property covered by this Financing Statement is described in the attached Schedule A and the real property to which it pertains is described in the attached Schedule B.

RECORD FEE: 21.00
POSTAGE .50

#18998 0040 R02 J17:16
FEB 19 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Life Care, Inc.
By: J. Edward Tyler III, President
(Signature of Debtor)

(Type or Print Above Name on Above Line)

(Signature of Debtor)

(Type or Print Above Signature on Above Line)

Chemical Bank

By: Jeffrey B. Seery
(Signature of Secured Party)

(Type or Print Above Signature on Above Line)

Upon recording please deliver to:
Robert I. Goldfarb, Esq.
Sage Gray Todd & Sims
801 Brickell Avenue, Suite 1100
Miami, Florida 33131

J. Priva
250 W. Pratt St., 16th Fl.
Baltimore, MD 21201

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 508 PAGE 505

SCHEDULE A

This Financing statement covers all of Debtor's right, title and interest in and to those certain residency agreements, whether now existing or hereafter arising, affecting portions of the Premises owned by Annapolis Life Care, Inc. (said Premises being more particularly described on Exhibit A attached hereto), including but not limited to Debtor's right, title and interest in and to any security deposits or other proceeds provided for in said residency agreements. Said residency agreements have been assigned and delivered to the Secured Party by that certain Security Agreement dated February 19, 1987 between Debtor and Secured Party.

1732H/575A6

SCHEDULE "B"

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Consisting of two (2) parcels of land being contiguous and continuous and herein described as PARCEL ONE and PARCEL TWO

PARCEL ONE

Being all of Lot 2 as shown on a plat of subdivision entitled "MINOR SUBDIVISION PLAT OF RIVA TRACE CORPORATION" recorded among the land records of Anne Arundel County, Maryland in Plat Book 94 Folio 46. Being bounded and described as follows:

Beginning for the same at a point on the N 73° 05' 05" W 1574.79 feet line of the aforesaid plat and being distant 436.79 feet from the end thereof; thence with the line of division between the aforesaid plat and a plat entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 the following four (4) courses and distances

1. N 16° 54' 55" E a distance of 1260.08 feet; thence
2. S 62° 47' 53" E a distance of 239.41 feet; thence
3. S 49° 01' 45" E a distance of 217.40 feet; thence
4. S 76° 00' 48" E a distance of 436.98 feet to the shores of Gingerville Creek; thence leaving said line of division and with the shores of Gingerville Creek
5. S 49° 50' 37" E a distance of 48.45 feet; thence
6. S 35° 39' 14" E a distance of 38.22 feet; thence
7. S 06° 39' 03" E a distance of 88.13 feet; thence
8. S 15° 23' 58" E a distance of 96.88 feet; thence
9. S 21° 53' 35" E a distance of 54.07 feet; thence

508 507

10. S 38° 43' 32" E a distance of 48.11 feet; thence
11. S 19° 16' 28" W a distance of 47.50 feet; thence
12. S 49° 49' 31" W a distance of 47.92 feet; thence
13. S 33° 05' 11" W a distance of 100.50 feet; thence
14. S 47° 37' 22" W a distance of 52.98 feet; thence
15. S 10° 31' 59" W a distance of 54.43 feet; thence
16. S 15° 42' 19" E a distance of 60.62 feet; thence
17. S 43° 28' 11" E a distance of 26.75 feet; thence
18. S 89° 44' 38" E a distance of 56.24 feet; thence
19. S 73° 28' 23" E a distance of 54.16 feet; thence
20. S 62° 07' 10" E a distance of 53.05 feet; thence
21. S 56° 55' 23" E a distance of 53.10 feet; thence
22. S 63° 44' 39" E a distance of 30.15 feet; thence
23. S 44° 14' 56" W a distance of 108.50 feet; thence
24. S 38° 00' 56" W a distance of 124.67 feet; thence
25. S 33° 18' 21" W a distance of 110.47 feet; thence
26. S 48° 59' 19" W a distance of 45.79 feet; thence
27. S 66° 07' 12" W a distance of 53.74 feet; thence
28. S 18° 51' 22" W a distance of 51.39 feet; thence
29. S 13° 04' 53" W a distance of 71.54 feet; thence leaving the shores of Gingerville Creek and with the line of division between the aforesaid plat as recorded in Plat Book 94 Folio 46 and two plats entitled: "CAPE ST. JOHN SECTION D" and "CAPE ST. JOHN SECTION F" recorded among the land records of Anne Arundel County, Maryland in Plat Book 21 Folio 25 and Plat Book 21 Folio 31
30. N 73° 05' 05" W a distance of 1,138.00 feet to the place of beginning
Containing 30.008 acres of land, more or less

PARCEL TWO

Being shown as Parcel C, an access easement to Riva Trace Corporation property, as shown on a plat of subdivision entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT, SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4. Being bounded and described as follows:

Beginning for the same at a point on the right-of-way line of RIVA TRACE PARKWAY at the end of the N 73° 05' 05" W 128.03 feet, line of the aforesaid plat recorded in Plat Book 99 Page 4; thence with said right-of-way line

1. Along the arc of a circle curving to the left, having a radius of 60.00 feet, a chord bearing and distance of N 16° 54' 55" E 60.00 feet; respectively, an arc distance of 62.83 feet; thence leaving said right-of-way line and with the outline of Parcel C
2. S 73° 05' 05" E a distance of 128.03 feet to the line of division between the aforesaid plats recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 and Plat Book 94 Folio 46. Thence with said line of division
3. S 16° 54' 55" W a distance of 60.00; thence leaving said division line
4. N 73° 05' 05" W a distance of 128.03 feet to the place of beginning

Containing 7,356 square feet or 0.1688 of an acre of land, more or less.

Together with an access easement over Parcel lettered "C" as shown on Plat of Subdivision entitled "Plat 2 of 2, Riva Trace, Planned Unit Development, Section 2", as recorded in Plat Book 99 at Page 4, Plat No. 5129, among the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

To be recorded in the Financing Statement Records
in Anne Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX

508 508

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 2/18/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Life Care, Inc., a Maryland chartered not-for-profit corporation
Address 2901 Riva Trace Parkway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chemical Bank, a New York banking corporation
Address Real Estate Division, 633 Third Avenue
New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following type(s) of property: (list)

The property covered by this Financing Statement is described in the attached Schedule A and the real property to which it pertains is described in the attached Schedule B.

RECORD FEE 21.00
POSTAGE .50

#18999 0040 R02 T12417

FEB 19 87

CHECK THE LINES WHICH APPLY

If collateral is crops: The above described crops are growing or are to be grown on: (describe real estate)

If collateral is goods which are or are to become fixtures: The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Life Care, Inc.
By: J. Edward Tyler III, President
Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chemical Bank

By: [Signature]
Signature of Secured Party

Type or Print Above Signature on Above Line



Upon recording please deliver to:
Robert I. Goldfarb, Esq.
Sage Gray Todd & Sims
801 Brickell Avenue, Suite 1100
Miami, Florida 33131

J. P. Vell
250 W. Ann St. 11th Fl
Baltimore, MD 21201

508 510

SCHEDULE A

All right, title and interest of Debtor in and to (i) all leases and other agreements affecting the use or occupancy of the premises described in Exhibit A annexed hereto and made a part hereof (hereinafter called the Premises) now or hereafter entered into, (ii) all rents, issues and profits of the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, (iv) all proceeds of any and all unearned premiums on any insurance policy covering the Premises, and (v) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor shall have an interest, now or hereafter located upon the Premises.

This UCC-1 Financing Statement is filed in connection with a certain mortgage dated December 1, 1986, in the principal sum of \$3,000,000 which Deed of Trust was recorded on December 4, 1986 among the Land Records of Anne Arundel County in Libor 4210 at folio 89 and a certain Deed of Trust dated February 18, 1987, in the principal sum of \$27,000,000, as both are modified by a certain Agreement of Spreader, Consolidation and Modification of Deed of Trust and Deed of Trust Note dated February 18, 1987 given by Debtor to Secured Party covering the fee estate of Debtor in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

508 511

SCHEDULE "B"

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Consisting of two (2) parcels of land being contiguous and continuous and herein described as PARCEL ONE and PARCEL TWO

PARCEL ONE

Being all of Lot 2 as shown on a plat of subdivision entitled "MINOR SUBDIVISION PLAT OF RIVA TRACE CORPORATION" recorded among the land records of Anne Arundel County, Maryland in Plat Book 94 Folio 46. Being bounded and described as follows:

Beginning for the same at a point on the N 73° 05' 05" W 1574.79 feet line of the aforesaid plat and being distant 436.79 feet from the end thereof; thence with the line of division between the aforesaid plat and a plat entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 the following four (4) courses and distances

1. N 16° 54' 55" E a distance of 1260.08 feet; thence
2. S 62° 47' 53" E a distance of 239.41 feet; thence
3. S 49° 01' 45" E a distance of 217.40 feet; thence
4. S 76° 00' 48" E a distance of 436.98 feet to the shores of Gingerville Creek; thence leaving said line of division and with the shores of Gingerville Creek
5. S 49° 50' 37" E a distance of 48.45 feet; thence
6. S 35° 39' 14" E a distance of 38.22 feet; thence
7. S 06° 39' 03" E a distance of 88.13 feet; thence
8. S 15° 23' 58" E a distance of 76.88 feet; thence
9. S 21° 53' 36" E a distance of 54.07 feet; thence

300. 508 115512

10. S 38° 43' 32" E a distance of 48.11 feet; thence
11. S 19° 16' 28" W a distance of 47.50 feet; thence
12. S 49° 49' 31" W a distance of 47.92 feet; thence
13. S 33° 05' 11" W a distance of 100.50 feet; thence
14. S 47° 37' 22" W a distance of 52.98 feet; thence
15. S 10° 31' 59" W a distance of 54.43 feet; thence
16. S 15° 42' 19" E a distance of 60.62 feet; thence
17. S 43° 28' 11" E a distance of 26.75 feet; thence
18. S 89° 44' 38" E a distance of 56.24 feet; thence
19. S 73° 28' 23" E a distance of 54.16 feet; thence
20. S 62° 07' 10" E a distance of 53.05 feet; thence
21. S 56° 55' 23" E a distance of 53.10 feet; thence
22. S 63° 44' 39" E a distance of 30.15 feet; thence
23. S 44° 14' 56" W a distance of 108.50 feet; thence
24. S 38° 00' 56" W a distance of 124.67 feet; thence
25. S 33° 18' 21" W a distance of 110.47 feet; thence
26. S 48° 59' 19" W a distance of 45.79 feet; thence
27. S 66° 07' 12" W a distance of 53.74 feet; thence
28. S 18° 51' 22" W a distance of 51.39 feet; thence
29. S 13° 04' 53" W a distance of 71.54 feet; thence leaving the shores of Gingerville Creek and with the line of division between the aforesaid plat as recorded in Plat Book 94 Folio 46 and two plats entitled: "CAPE ST. JOHN SECTION D" and "CAPE ST. JOHN SECTION F" recorded among the land records of Anne Arundel County, Maryland in Plat Book 21 Folio 25 and Plat Book 21 Folio 31
30. N 73° 05' 05" W a distance of 1,138.00 feet to the place of beginning
Containing 30.008 acres of land, more or less

BOOK 508 PAGE 513

PARCEL TWO

Being shown as Parcel C, an access easement to Riva Trace Corporation property, as shown on a plat of subdivision entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT, SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4. Being bounded and described as follows:

Beginning for the same at a point on the right-of-way line of RIVA TRACE PARKWAY at the end of the N 73° 05' 05" W 128.03 feet, line of the aforesaid plat recorded in Plat Book 99 Page 4; thence with said right-of-way line

1. Along the arc of a circle curving to the left, having a radius of 60.00 feet, a chord bearing and distance of N 16° 54' 55" E 60.00 feet; respectively, an arc distance of 62.83 feet; thence leaving said right-of-way line and with the outline of Parcel C
2. S 73° 05' 05" E a distance of 128.03 feet to the line of division between the aforesaid plats recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 and Plat Book 94 Folio 46. Thence with said line of division
3. S 16° 54' 55" W a distance of 60.00; thence leaving said division line
4. N 73° 05' 05" W a distance of 128.03 feet to the place of beginning

Containing 7,356 square feet or 0.1688 of an acre of land, more or less.

Together with an access easement over Parcel lettered "C" as shown on Plat of Subdivision entitled "Plat 2 of 2, Riva Trace, Planned Unit Development, Section 2", as recorded in Plat Book 99 at Page 4, Plat No. 5129, among the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

BOOK 508 PAGE 514

200301

Johns

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax.

To Be Recorded in The Land Records
(For Fixtures Only).

XX Subject to Recordation Tax on prin-
cipal amount of \$16,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Grounds Irrigation Technology, Inc.	1654 Crofton Blvd. Suite 14 Crofton, Md. 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral):

One used B-30 Burkeen Model B-30576 with Front mounted trencher, boring unit,
rolling sod cutter 12-14 pull blade including all attachments and
accessories now owned or hereafter acquired. Engine Number 371485027488
One new HD10 Hudson Bros Tilt deck trailer 4500 GVW Serial Number
10HHD1002H1000008.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. Proceeds) of the collateral are also specifically covered.
 Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Grounds Irrigation Technology, Inc.	THE CITIZENS NATIONAL BANK

By: *George I. Thornberry, Jr.*
George I. Thornberry, Jr. Pres.

By: *Marilyn F. Horton*
Marilyn F. Horton, Asst. Vice Pres.

Type or print all names and
titles under signatures.

By:

Mailed to Secured Party

Mailed to Citizens Nat. Bank

11/12/90

SEARCHED 11:00
INDEXED 11:00
SERIALIZED 11:00
FILED 11:00
FEB 24 1987

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 508 PAGE 515

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254234 recorded in Liber 478, Folio 511 on October 17, 1984 (date)

1. DEBTOR(S):
 Name(s) Comntex, Inc.
 Address(es) 2411 Crofton Lane
Crofton, Maryland 21114

2. SECURED PARTY:
 Name: Equitable Bank N.A.
 Address: 100 South Charles St.
Baltimore, Maryland 21201
 Attn: Ken Cooke
 Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The Debtor's address is amended as follows:
1655 Crofton Blvd.
Crofton, Maryland 21114

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .30
FEB 17 1987

9. DEBTOR: Comntex, Inc.
By: Donald W. Parker, President
By: Robert M. Hamilton, Vice President

SECURED PARTY:
EQUITABLE BANK, National Association
By: Gene W. Meekins, Jr.
(Type Name and Title)
Corporate Banking Officer

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

1050

BOOK 508 PAGE 516 62-2667

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only):

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Elfie (NMN) Winstead
Richard (NMN) Powers
Lot D-44 Holiday Mobile Estates
Clark Road
Jessup, Md. 20794

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 12.00
POSTAGE .50
ASSIGNMENT FEE 10.00
FEB 20 87

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1966 Richardson, 55X12, 2BR., Serial #K26313



Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Elfie Winstead

Richard Powers

Signature of Debtor if applicable (Date) 01-28-87

Kelly H. Black

Signature of Secured Party if applicable (Date)

1/29/87

FILING OFFICER COPY

Revised 7-1-82

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 508 PAGE 517

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 255844 recorded in Liber 483, Folio 205 on March 11, 1985 (date)

1. DEBTOR(S):
 Name(s) Commtex, Inc.
 Address(es) 2411 Crofton Lane
Crofton, Maryland 21114

2. SECURED PARTY:
 Name Equitable Bank N.A.
 Address 100 South Charles St.
Baltimore, Maryland 21201
 Attn: Ken Cooke
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The Debtor's address is amended as follows:
1655 Crofton Blvd.
Crofton, Maryland 21114
 Mailed to Secured Party

RECORDED FEE 10.00
POSTAGE .50
MAY 20 11:30 AM '87
FEB 17 87

9. DEBTOR: Commtex, Inc.
By: Donald W. Parker, President
By: Robert M. Hamilton, Vice President

SECURED PARTY:
EQUITABLE BANK, National Association
By: Gene W. Meekins, Jr.
Gene W. Meekins, Jr.
(Type Name and Title)
Corporate Banking Officer

10.50

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253536
RECORDED IN LIBER 477 FOLIO 127 ON August 22, 1984 (DATE)

1. DEBTOR

Name BENTLEY, Doris A.
Address 524 Bowline Road, Severna Park, MD. 21146

2. SECURED PARTY

Name Carvel Corporation
Address 430 Nepperhan Avenue
Yonkers, New York 10701
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Carvel Store #974 located at 324 Hospital Drive, Southgate Shopping Plaza, Glen Burnie, MD. 21061</p> <p>1 #68031 Double Header, water cooled. This equipment is paid in full.</p>	

RECORDED FEB 19 1987
10:00
50
MORNING 1545 701 713:43
FEB 19 87



Mailed to Secured Party

Dated January 26 1987

Carvel Corporation
J.C. Parker
(Signature of Secured Party)
J.C. Parker, Controller
Type or Print Above Name on Above Line

16-90

200000

BOOK 508 PAGE 519

Anne Arundel
County

FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

FINANCING STATEMENT

CONTINUATION STATEMENT THE ORIGINAL STATEMENT IS STILL EFFECTIVE

DEBTOR

NAME Jonathan S. Monias

ADDRESS 915 Chesapeake Ave
Annapolis, MD 21043

SECURED PARTY

MOBIL OIL CORPORATION
P.O. BOX 839
VALLEY FORGE, PA. 19482

RECORDED FEE \$1.00
FILING FEE .50

RECORDED BY: [Signature]
FEB 20 1987

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

This Financing Statement covers the following types (or items) of property:

A security interest, in all equipment, accounts receivables, inventory and equipment now owned or hereafter acquired by Debtor including but not limited to motor fuel, motor oil, greases, tires, batteries, automotive accessories and specialties, mechanics tools and automotive diagnostic or repair equipment, hereinafter collectively or severally referred to as collateral including the proceeds thereof.

CR
CLERK

Proceeds of the collateral are also covered.

DATE OF MATURITY

SIGNATURE OF DEBTOR

Jonathan S. Monias

DATE 1/22/86

SIGNATURE OF SECURED PARTY

MOBIL OIL CORPORATION

By *L.C. Ardison*

TITLE T.O. Mkt. Mgr

DATE 1/22/86

FOR FILING OFFICER: DATE, TIME, FILE NO. Mailed to Secured Party

ORIGINAL TO FILING OFFICER
TWO COPIES TO MOBIL
COPY TO DEBTOR

PLEASE RETURN FILING RECEIPT TO:
MOBIL OIL CORP. P.O. BOX 927 PHILA., PA. 19105

11/50

BOOK 508 PAGE 520

200007

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any)]

1 Debtor(s) (Last Name First) and address(es)
LARRY KNOTTS
DELORIS KNOTTS
1050 Thomas Road
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)
D.S. Remodeling
7518 Seven Mile Lane
Pikesville, Md. 21208

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE 2.50
RECEIVED 6777 101 10429
FEB 20 87

4 This financing statement covers the following types (or items) of property

Porch Roof--Sliding Patio Doors

5 Assignee(s) of Secured Party and Address(es)

Barclay American
1350 Piccard Drive
Rockville, Md.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with CLERK OF COURT FOR ANNE ARUNDEL COUNTY (NOT SUBJECT TO RECORDATION TAX)

X Larry D. Knotts
LARRY D. KNOTTS
X Deloris G. Knotts
Signature(s) of Debtor(s)
DELORIS G. KNOTTS

D.S. Remodeling
By David Szylic
Signature(s) of Secured Party(ies)
DAVID SZYLIC, PRESIDENT

STANDARD FORM - FORM UCC-1.

(B) Filing Office Code: Annapolis
Whse Cont 11179008

Mailed to Secured Party

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE

BOOK 508 PAGE 521

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247794

RECORDED IN LIBER 463 FOLIO 47 ON June 16, 1983 (DATE)

1. DEBTOR

Name The Asphalt Service Company, Inc.

Address 1336 Chesapeake Avenue, Baltimore, Maryland 21226

2. SECURED PARTY

Name Maryland National Bank

Address 5003 Ritchie Highway, Baltimore, Maryland 21225

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORDED FEB 20 1987</p> <p>POSTAGE 10.00</p> <p>63317 077 RD 70450</p>	

Mailed to Secured Party

MARYLAND NATIONAL BANK

Dated December , 1986

By: Michael A. McIntyre
(Signature of Secured Party)

Michael A. McIntyre, Asst. Vice President
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

BOOK 508 PAGE 522

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241934

RECORDED IN LIBER 448 FOLIO 152 ON March 29, 1982 (DATE)

1. DEBTOR

Name Asphalt Services Co., Inc.
Address 1836 Chesapeake Avenue Baltimore, Md. 21226

2. SECURED PARTY

Name Westinghouse Credit Corporation
Address 312 Marshall Avenue Laurel, Maryland 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDED FEB 20 1987
FEE 10.00
FOLIO 152
LIBER 448

Mailed to Secured Party

WESTINGHOUSE CREDIT CORPORATION

Dated May 28, 1985

[Signature]
(Signature of Secured Party)

Norman J. Klemmer

Type or Print Above Name on Above Line

10.00
50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)
Exide Electronics Corporation
P.O. Box 58189
Raleigh, NC 27658

(2) Secured Party(ies) (Name(s) And Address(es))
First Wachovia Leasing Corporation
P.O. Box 3099
Winston-Salem, NC 27150

RECORD FEE 11.00
RETURN TAX 1.00
POSTAGE .50
REGISTERED MAIL 109.50
FEB 20 91

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer



(5) This Financing Statement Covers the Following types [or items] of property.

6 TEK 2220 Digital Storage Oscilloscopes LOCATION: 939 Elkrige Landing Road, Suite 110, Linthicum, MD 21090
Together with all additions, attachments, substitutions, replacements, or improvements, to or for any of the foregoing and any and all proceeds (including insurance) arising from or by virtue of the sale, lease or other disposition of the foregoing rights, interest and property.

"This equipment is the subject of a lease and filing is for information purposes only." TOTAL PRINCIPAL INDEBTEDNESS UNDER ANY CONTINGENCY DOES NOT EXCEED \$23,655.00.

(6) Signatures: Debtor(s)

Exide Electronics Corporation

(By) Annice Leight TREASURER
Standard Form Approved by N.C. Sec. of State and other states shown above.

Wachovia Leasing Corporation

(By) William E. McLaughlin

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Memorized

71-108-

50

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ventura Construction Company, Inc.
1761 Severn Chapel Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

11/50 Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model D85E Crawler Tractor SN/31451
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS,
ADDITIONS AND ALL PROCEEDS THEREOF.

TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORDED FE 11-03
FURNIVAL
FEB 20 87

Describe Real Estate if applicable:

W. De Coelbunt
Ventura Construction Company, Inc.

Signature of Debtor if applicable (Date)

Furnival Machinery Company

Signature of Secured Party if applicable (Date)

S. D. Weath SECY TREMS



Mailed to Secured Party

REGISTRY OF MARYLAND
Registrars, Inc.
614 E. BALTIMORE ST.
P.O. BOX 218
ANNE ARUNDEL, MD 21033
(410) 421-1213

BOOK 508 PAGE 525 286290

Sixty (60) Months

STATE OF MARYLAND

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Davco Food, Inc.

Address 1657 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, P.O. Box 601, Stamford, CT 06904

RECORD FEE 13.00
POSTAGE .50
153730 0777 NOV 10 9 15 AM '87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One complete lot of restaurant furniture, fixtures and equipment as more specifically described in Exhibit A attached hereto and made a part hereof.

Equipment Location: Wendy's Old Fashioned Hamburgers, 145 Garrisonville Road Garrisonville, VA 22463

Anne Arundel, MD

CHECK THE LINES WHICH APPLY County of ANNAPOLIS

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) UK 3849

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1350 [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

MICHAEL L. LAX
ASSISTANT TREASURER

[Signature]
(Signature of Secured Party)

Equipment Location: Wendy's Old Fashioned Hamburgers
145 Garrisonville Road
Garrisonville, VA 22554

Fire Protection System
Burglar Alarm
Menu Board
Equipment/Smwr Package
Cash Register
Patty Machine
Intercom System
Beverage System
Walk In Cooler Freezer
Music System
Bun Freezer
Hot Chocolate Machine
Coffee Machine
Exhaust Hoods and Fans
Hook-up Refrigeration
Ice Machine
Carpet
Chicken Fryer
Brass Rail System
Ceiling Fans
Toaster
Vegetable Slicers
Safe
Chairs
Food Processor
Chicken Warmer
Decor Package
Smallwares
Ice Tea Dispenser
Wet Floor Sign
Interior Lights/Tiffany Lamps
Chicken Nugget Equipment
Comment Box

BOOK 508 PAGE 527

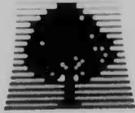
Larrisonville

BOOK 517 PAGE 019

EXHIBIT A

BEGINNING at a point on the right of way of State Route 610, corner to the Peoples Bank of Stafford, said point being the northwest corner of a parcel acquired by the Peoples Bank of Stafford, recorded in the Clerk's Office of Stafford County, in Deed Book 235, Page 212. Thence with the Peoples Bank of Stafford, S 66°53'21" W, 154.80' to a point, thence S 30°52'29" W, 68.13' to a point in the line of the Peoples Bank of Stafford and corner to Leonard & Payne, thence with Leonard & Payne, N 30°50'14" W, 245.35' to a point, thence N 58°51'47" E, 233.22' to a point on the right of way of Route 610, and corner to Leonard & Payne, thence with the right of way of State Route 610 on the chord of a curve having a radius of 1,884.86', S 26°52'26" E, 103.75' to a point, thence with said right of way S 25°20'39" E, 132.20' to the point of beginning, containing 1.1642 acres, located in Rockhill Magisterial District, Stafford County, Virginia.

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.SM

206001

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) M & M Machine Service, Inc. Address(es) 7100 Ft. Smallwood Rd. Balto., MD 21226

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50

6 Secured Party Maryland National Bank Address 225 N. Calvert St. Balto., MD 21202
Attention: Loan Review

RECEIVED 07/11/87 11:01 AM
RB 20 87

7 This Financing Statement covers the following property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof



8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Edwin J. Mosmiller, Jr., President (Seal)

_____ (Seal)

Secured Party
Maryland National Bank
C. Ann Abruzzo, AVP (Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

103

Schedule A

Machine Description

BOOK 508 PAGE 529

Matsuura Machining Center Serial # 8402365 with Yasnac MX1 control

Mailed to Secured Party

901-8 rev. 6/84

Anne Arundel

STATE OF MARYLAND

BOOK 508 PAGE 530

FINANCING STATEMENT

Identifying File No. 256292

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction

Address P.O. Box 160 Jessup, MD 20794-0160

2. SECURED PARTY

Name L.B. SMith, Inc.

Address Blat/Wash Expy And Dorsey RD Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Terex 82-50 s/n 64954

RECORD FEE 11.00
POSTAGE .50
455735 6777 001 110:02
FEB 20 87

~~XXXX~~

SECURED NOT SUBJECT TO RECORDATION TAX

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Corman Construction President
Type or Print Above Signature on Above Line

Bruce Dean

(Signature of Secured Party)

Bruce Dean/Bus MGr
Type or Print Above Signature on Above Line

1/50



206033

BOOK 508 PAGE 531

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at Clerk of Circuit Court, Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s): Herson-Cohn Enterprises Address(es):
 1) 15525 Frederick Road
 Rockville, Maryland 20855
 2) 1701 West Street
 Annapolis, Maryland 21401

6 Secured Party: Maryland National Bank Address: ~~XXXXXXXXXX~~ 6100 Executive Blvd.
Attention: Ed McManamon ~~XXXXXXXXXX~~ Rockville, Maryland 20852
~~XXXXXXXXXX~~

RECORD FEE 14.00
 15:43 077 R11 11:20
 FEB 20 87

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
 - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
 - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
 - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
 - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
 - G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
 - H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
- 8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)
 (See Schedule A attached)

Debtor: Herson-Cohn Enterprises

By: [Signature] (Seal)
 Lewis B. Cohn, Partner

By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Craig P. Russell, Assistant Vice President

By: _____ (Seal)
 Type name and title

MARYLAND NATIONAL BANK

14.00

SCHEDULE A

I. Certain of the Debtor's Inventory Consisting of:

- 1) Four (4) CRT's Serial #'s 100072, 100070, 100071, and 100069
- 2) Two (2) T.I. 850-XL Miniprinters, Serial #'s 360164 and 360168
- 3) Two (2) T.I. 810 Report Printers Serial #'s 560317 and 560399
- 4) Universal Computer Consulting Software for Management Accounting, Accounts Payable, Import Parts Inventory, Vehicle Inventory and Payroll.
- 5) UCS one (1) High Speed Bisync TP Line, Serial # 1421
- 6) One (1) Xerox Memorywriter 6010, Serial # 01C-051708
- 7) One (1) Xerox 7010 Telecopier, Serial #N58-021048
- 8) One (1) Xerox 1025 Copier, Serial # K01-217795
- 9) Universal Computer Consulting Software Package for Management Accounting, Accounts Payable, Import Parts/Vehicle Inventory, Payroll
- 10) Seven (7) CRT's, Serial #'s 100249, 100267, 100251, 100246, 100247, 100250, and 100252
- 11) Two (2) T.I. 850-XL Miniprinters, Serial #'s 360113 and 360162
- 12) Two (2) T.I. 810 Report Printers, Serial #'s 560280 and 560366
- 13) Universal Computer Consulting Software Packages for Service Invoicing, Service Dispatching and Customer/Service History
- 14) Telephone Equipment, as follows: Bell Atlanticom
 - (2) lines, PCB
 - (1) BX expansion cabinet, serial # 66904
 - (1) BX expansion buffer CBL, serial # 1334
 - (1) BX expansion buffer, PCB, serial # 1343
 - (1) power supply, serial # 1218
 - (1) surge protector, serial # 24754

- 15) Two (2) CRT's, serial # 100261 and 100244
- 16) One (1) T.I. 850-XL Miniprinters, serial # 360178
- 17) One (1) CRT, serial # 100248
- 18) Universal Computer Consulting Software Package for Vehicle Inventory
- 19) Xerox 6010 Memorywriter, serial # 01C-052629
- 20) Xerox 1025 Copier, serial #K01-210966
- 21) One (1) AT&T Merlin 3160-5 Button Telephone Set, with 6130/10 set expansion module, serial #'s 10396054 and 10382457

II. Certain Chattle Paper, as follows:

- a) An Equipment Lease Agreement dated November 15, 1986 between Herson & Cohn Enterprises as Lessor and Annapolis Automobile Imports, Inc., T/A Annapolis Acura, as Lessee
- b) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises as Lessor and Annapolis Automobile Imports, Inc., T/A Annapolis Acura as Lessee
- c) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises as Lessor and Leesburg Automobile Imports, Inc., T/A Leesburg Susuki, as Lessee
- d) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises, as Lessor and H&C Motors, Inc., as Lessee
- e) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises, as Lessor and Herson's Inc., as Lessee
- f) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises, as Lessor and Hersons, Inc. as Lessee
- g) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises, as Lessor and Cohn-Herson Motorcar, Inc., T/A Leesburg Honda, as Lessee
- h) An Equipment Lease Agreement dated November 15, 1986 between Herson-Cohn Enterprises, as Lessor and Cohn-Herson Motorcar, Inc., T/A Leesburg, Honda, as Lessee

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258710

RECORDED IN LIBER 490 PAGE ~~XXXX~~ 322 ON 10/3/85 (DATE)

1. DEBTOR

Name Hansa Products, Inc. d/b/a Parts for Imported Cars
8515 Rainswood Dr., Landover, Md.; 33 Lee St., Annapolis, Md.;
Address 8025 Harford Rd., Baltimore, Md.; 600 Crain Highway, Glen Burnie, Md., and 7960 Cessna Ave., Montgomery Court Industrial Pk, Gaithersburg, Md.

2. SECURED PARTY

Name Beck/Arnley Corp., and Beck/Arnley Corp. of California
548 Broad Hollow Rd. - 3130 E. Maria Street
Address Melville, N.Y. - Compton, Calif. 90221
Charles Burton, Esq., 280 Park Avenue, New York, New York 10017
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [] FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes a text box for address changes and a stamp area with '10:00' and 'OCT 30 1987'.

Mailed to Secured Party

Hansa Products, Inc.

By: [Signature]
RUSCO WILLIAMS
(print or type name)

Dated 1-17-87

(Signature of Secured Party)

Type or Print Above Name on Above Line
BECK/ARNLEY CORP.,

Beck/Arnley Corp. of California
By: [Signature]
MORRIS R. MITCHELL
(print or type name)

10.50

300001

BOOK 508 PAGE 535

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) CHESAPEAKE SHAWING INC. 2-10 BILWATER TOWER RD. ESTIMOTE, N.C. 27027	2. Secured Party(ies) and address(es) MEDLAWY NATIONAL BANK P. O. BOX 11 HARRISVILLE, N.C. 27036	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 833665 0777 R01 109:03 FEB 20 87
4. This statement refers to original Financing Statement bearing File No. _____ Filed with _____ Date Filed _____ 19____		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10. _____		

No. of additional Sheets presented: _____

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By [Signature] ASST. VP. Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical 10.50 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

286003

FINANCING STATEMENT

BOOK 508 PAGE 536

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 P.C. Clark Enterprises, Inc. Festival at Marley Station
 T/A Annapolis Lighting Co. Pasadena, Maryland 21122

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Colleen Jurak Baltimore, Maryland 21201
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors P.C. Clark Enterprises, Inc.
 T/A Annapolis Lighting Co. (Seal)
 By: Preston C. Clark (Seal)
 Preston C. Clark, President

RECORD FEE 12.00
 RECORD (Seal) 420.00
 POSTAGE .50
 RECORD (Seal) FEB 20 1987



Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

Mailed to Secured Party

Handwritten notes: 200, 420.50

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

200555

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es) Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743	2. Secured Party(ies) Name(s) and Address(es) Standard Havens Products, Inc. 8800 E. 63rd Street Kansas City, MO 64133	No. of Additional Sheets Presented Maturity Date 3. (Optional)
---	---	--

4. For Filing Officer: Time, Date, No. Filing Office

RECORD FEE 15.00
POSTAGE 50
433647 0777 ML 10:47
FEB 20 87

5. This Financing Statement Covers the Following Types (or Items) of Property

One - Standard Havens Portable Low-Rider Drum-Mixer Asphalt Plant complete as more particularly described in the purchase order attached hereto:

Proceeds
 Products of the Collateral are Also Covered

NOT SUBJECT TO RECORDATION TAX

6. To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate

8. Name(s) of Record Owner(s)

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state, or

which is proceeds of the following described original collateral which was perfected

9. Assignee(s) of Secured Party and Address(es)

By Driggs Corporation
See Attached (Dick Schafer)
 Signature(s) of Debtor(s)

Standard Havens Products, Inc.
 By See Attached (P. Watlington)
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 FORM M-UCC-1-MISSOURI UNIFORM COMMERCIAL CODE 13

Approved By [Signature]
 Secretary of State



PURCHASE ORDER

53437

GP 13136

Customer P.O. No. ~~53437~~ Date 12-22-86

Ship To: DRIGGS CORPORATION
BOOK 508 PAGE 535

Ad To: DRIGGS CORPORATION
8700 ASHWOOD DRIVE
CAPITOL HEIGHTS MARYLAND 20743

ANNAPOLIS, MARYLAND

Tel. No. 301-499-1950

Ship Collect: Ship Via BEST WAY

Contact: DICK SCHAFFER

Anticipated Ship. Date

Ref. Proposal No. DM-89-143 REV. 1 CONFIRMING

Voltage Requirement 270/440

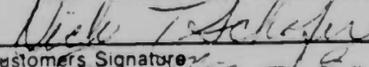
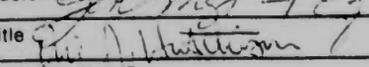
Tax Exemption No.

PLANT COMPONENTS	INCL	QTY.	EQUIPMENT DESCRIPTION	PRICE
COLD FEED BINS		1	5 BIN COLD FEED SYSTEM w/WEIGHT FEEDER	
VIBRATING SCREEN				
MAIN FEEDER BELT (INCL SCALE)		1	30" x 40' PORTABLE BELT CONVEYOR	
RECYCLING SYSTEM				
ASPHALT METERING UNIT		1	10 HP METERING UNIT	
ASPHALT STORAGE TANK(S)		1	30,000 GALLON A.C. TANK PORTABLE	
DRUM-MIXER WITH BURNER		1	8'2" x 45' PORTABLE RECTANG DRUM MIXER	
CONTROL HOUSE		1	10' x 20' PORTABLE CONTROL CENTER	
CONTROL/STARTER PANEL PKG		1	MORICON 584 CONTROLLER + MOTOR CONTROL	
CABLING PKG				
AIR POLLUTION CONTROL EQUIP.		1	ALPHA MARK II SIZE 42 PORTABLE BAGHOUSE	
MOVING EQUIPMENT			w/ FAN MOTOR - COMPRESSOR	
DUCT WORK				
COMPRESSOR(S)				
DUST HANDLING SYSTEM		1	PORTABLE 400 DBC MINERAL FILLER SILE	
CHARGING EQUIPMENT			w/ WEIGHT DEPLETION SYSTEM	
MAIN CONVEYOR†				
GLASGOW BATCHER(S)*				
HOT-MIX STORAGE BIN(S)				
BINTOP EQUIPMENT†				
TRUCK SCALE / BIN LOAD-OUT		1	LMS-IV	
		1	PURTYLAND ADDITIVE SYSTEM	

ACCESSORIES AND/OR REMARKS

TO FOLLOW IN THE CONFIRMING QUOTE # DM-89-143 REVISION 1 TO THE AGREED TO SPECIFIC LANGUAGE FOR EMISSIONS WARRANTY ON ANNAPOLIS MARYLAND PLANT

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS PURCHASE ORDER


 Customers Signature

 Title
 Order Written By

Total \$820,236
 Less Deposit 164,047.20
 Net Balance Due 656,188.80

ACCEPTED: Standard Havens, Inc., Kansas City, Missouri

F.O.B. SHIPPING POINT PLUS ALL APPLICABLE SALES & EXCISE TAXES TO BE PAID BY CUSTOMER

By Philip B. Watling for Title: V.P. FINANCE Date 1-28-87

*Patent #3,777,909 †Patent #3,647,047; 3,756,379

TERMS AND CONDITIONS

- BOOK 508 PAGE 539
- 1. Payment.** Unless provided otherwise in the purchase order or acknowledgement of the Seller, then 20% of total purchase price to be paid upon Buyer signing the Purchase Order. Balance will be invoiced on the date of shipment of the equipment and payment is due thirty (30) days after invoice date. Interest will be charged on overdue payments at the rate of 1.833% per month if permitted by law, otherwise at the highest lawful contract rate. Interest will be charged at the same rate for overdue payments for service or parts furnished by Seller to Buyer for any equipment supplied herein. If Buyer fails to make any payment as agreed, shows evidence of a changed financial condition or fails to perform any of his obligations, Seller may suspend its performance, without prejudice to any claims for damages the Seller may be entitled to make, until satisfactory terms, conditions and security are received by the Seller.
 - 2. Taxes.** The amount of any present or future tax based on the sale, use or contract price of the equipment covered shall be paid by Buyer unless otherwise included in the sale price. Buyer shall indemnify and hold Seller harmless from any such tax, and any interest and penalties thereon, and any claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller because of Buyer's failure to properly pay such taxes. Seller has the right at its option to pay any such tax and receive immediate reimbursement from Buyer and also to receive interest on the amount of the taxes paid at the rate of 1.833% per month if permitted by law, otherwise at the highest lawful contract rate, from date of payment of the taxes.
 - 3. Shipment.** The equipment sold hereunder is sold "F.O.B." place of shipment. Seller is authorized to make the necessary arrangements with the carrier for the delivery of the equipment to the carrier at Seller's plant and the transportation by the carrier to Buyer. Risk of loss of the goods shall pass to Buyer upon delivery of possession to the carrier and Buyer shall bear the cost of shipment. Claims on account of error or shortage will not be considered unless made immediately on receipt of shipment. The items of material as shown on invoice, packing list, and bill of lading shall govern settlements in all cases unless such notice of shortage be immediately reported to the agent of the delivering carrier, so that the alleged shortage can be verified, and like notice shall also be given Seller.
 - 4. Delays in Sellers Performance and Buyers Request for Delay in Shipment.** Seller shall be excused for delays in performance which result, in whole or in part, from strikes, lockouts or other differences with employees or any cause beyond the control of Seller including, but not limited to, fire, earthquake, flood or windstorm, war, riot or embargoes, delays, losses or damages in transportation, or shortage or delay in receipt of cars, fuel, labor or material. If any such event occurs, the time of completion shall be extended accordingly. Buyer may at his option request a delay in the scheduled shipment date at no cost or penalty provided the request is made one hundred eighty (180) days prior to the scheduled shipment date. If fabrication has started on the equipment, Buyer shall pay for the equipment within thirty (30) days after completion and notification that inspection can be made at Seller's fabricating plant. Seller may agree to store the equipment at Buyer's risk and expense.
 - 5. Security interest.** Buyer hereby grants Seller a security interest in the equipment purchased and the proceeds thereof, which shall continue until payment in full of the purchase price for such equipment, payment of any rental which may be charged for Buyer's use of Seller's axles, fifth wheels and other running gear to transport equipment purchased to its permanent site and payment and performance by Buyer of all of its other obligations hereunder. Upon Buyer's default in making any such payment, or in the performance of its other obligations hereunder, Seller shall have all of the rights and remedies of a secured party after default under the Missouri Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay Seller, in addition to the interest on overdue payments specified in Paragraph 1 hereof, reasonable attorney's fees and other costs of Seller incurred in enforcing Seller's rights hereunder. The equipment purchased shall remain personal property and shall not become a fixture or a part of any real estate on which it may be located.
 - 6. Transportation of Equipment.** It shall be the Buyer's responsibility to determine whether equipment intended for permanent installation but equipped with Seller's portability equipment for transportation to the installation site or equipment purchased with Seller's portability equipment as a part thereof and which is intended to remain portable complies with all applicable transportation, motor vehicle and safety laws and regulations and to obtain any necessary licenses or permits and meet all requirements therefore. Use of such portability equipment is at Buyer's risk and Seller shall in no way be held responsible for damage, injury or expense incurred by Buyer or any other party as a result of Buyer's using such portability equipment to transport equipment from Seller's plant to site or from job site to job site. Buyer shall indemnify and hold Seller harmless from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with Buyer's failure to comply with all such applicable laws and regulations or arising out of Buyer's transporting of said equipment.
 - 7. Rental of Seller's Portability Equipment.** Shipping cradles, portable axles, fifth wheels and other running gear attached to equipment only for transportation to its permanent installation site will be removed by Buyer upon arrival at installation site of the equipment sold, and returned to Seller's plant, freight prepaid. If seller agrees to leave such portability equipment with Buyer after arrival of equipment, Buyer agrees to pay rental in the amount of \$375.00 per month, to be invoiced and paid monthly, until such equipment is returned to Seller's plant.
 - 8. Warranties and Limitations of Remedies.** All equipment and material not manufactured or designed by Seller shall receive only such warranty, if any, as is given by the manufacturer thereof. Seller warrants that each item of equipment manufactured or designed by Seller, except any "used equipment" sold hereunder, shall be free from defects in material and fabrication for a period of one (1) year from the date of shipment. Seller makes no other express warranty (except such express warranties, if any, as may be made in any written proposal to Buyer, or in any separate written warranty delivered to Buyer, and then only when such proposal or separate warranty is signed by a duly authorized officer of the Seller) and makes no implied warranties with respect to such equipment. The foregoing express warranties are in lieu of all other warranties, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. If the equipment herein sold is "used equipment" then it is sold on an "AS IS, WHERE IS," basis without representation or warranty of any kind. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY, INCLUDING ANY SUBSEQUENTLY MADE WRITTEN WARRANTY, SHALL BE THE RIGHT TO REQUIRE SELLER TO REPAIR AT PLACE OF SHIPMENT OR, AT SELLER'S OPTION, TO REPLACE, F.O.B. PLACE OF SHIPMENT, ANY DEFECTIVE EQUIPMENT. Buyer will pay the cost of disassembling and returning the allegedly defective equipment to Seller's place of business for such repair or replacement. In the event that repair or replacement is an ineffective remedy, Buyer's sole and exclusive additional remedy is the right to recover an amount not to exceed the amount paid to Seller for the defective item of equipment upon the return of the defective item of equipment to Seller at Buyer's cost, if so requested by Seller. Written notice specifying in what particular the item of equipment is defective must be given promptly by Buyer and Seller shall be the sole judge in determining whether such item of equipment is defective. Under no circumstances shall Buyer be entitled to any incidental or consequential damages as defined by the Uniform Commercial Code for Seller's breach of warranty. All warranty claims by Buyer will be treated with diligence and promptness by Seller. Allowance for any repairs or alterations made by Buyer is subject to Seller's prior written consent. If such repairs are made without such consent, Seller's warranty shall terminate at the time of such repairs. If a trade-in of equipment is made by the Buyer hereunder to pay part of the purchase price, Buyer hereby represents and warrants to the Seller that the equipment traded-in to Seller is owned by the Buyer in his sole name; that the equipment is free and clear of all liens and encumbrances; and that the Buyer has the right to, and does hereby, convey all of his right, title, and interest in the equipment to the Seller.
 - 9. Installation.** Buyer shall be solely responsible at its cost for the installation and erection of the equipment purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of the equipment when erected and disclaims any express or implied warranties with respect to such installation and support. Whether or not data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation, erection or start-up.
 - 10. Cancellation.** If Buyer desires to cancel this order prior to shipment, he must first pay to the Seller a cancellation fee in cash equal to 15% of the full purchase price if such notice of desire to cancel is received by the Seller within 30 days of the date of this order, and if such notice is received thereafter but prior to shipment Buyer must pay a cancellation fee equal to a percentage of the equipment price equivalent to the percentage of completed manufacturing up to date of notification of cancellation. Buyer may not cancel an order after shipment.
 - 11. Integration.** This writing, any written proposal of seller to which this writing is attached as referenced herein; any executed purchase order form of Seller and any separate written warranty or other writing signed by a duly authorized officer of the Seller are intended by the parties as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement and are referred to herein as the "Agreement". No affirmation, representation or warranty made in Seller's advertising or by any agent, employee or representative of Seller which is not specifically included within the Agreement has formed a part of the Agreement. No course of prior dealings between the parties, no usage of the trade, no representations by Seller's agents or in Seller's advertisements shall be relevant to supplement or explain any term used in the Agreement. Acceptance of or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Agreement the definition contained in the Code is to control.
 - 12. Release.** Buyer hereby waives, releases and renounces all obligations and liabilities of Seller in tort whether or not arising from the negligence of Seller, actual or imputed or any obligation, liability, right, claim or remedy including but not limited to any claims arising out of the design, construction, manufacture or repair of any product or part, for loss of or damage to any product or part, for loss of use, revenue or profit with respect to any product or part or for any other direct, incidental or consequential damages.
 - 13. Acceptance of Order.** The proposal or purchase order to which these Terms and Conditions are attached is a proposal to make a contract only, and even if signed by a representative or officer of Seller, does not become a binding contract upon Seller until signed by Buyer and accepted by an officer of Seller in writing at its home office in Kansas City, Missouri. When the order is so accepted, the Agreement will be considered to be made in Missouri and governed by Missouri law. Any reference herein to the "Uniform Commercial Code" is to said Code as adopted in Missouri and in effect on the date of Agreement. Buyer consents to the jurisdiction of the courts of Missouri with respect to any action for the breach of this agreement.
 - 14. Modification and Waiver.** The Agreement can be modified or rescinded only by a writing signed by a representative of the Buyer and a duly authorized officer of the Seller. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
 - 15. Seller's Breach of Agreement.** The total liability of Seller under the Agreement for breach of warranty, and any other breaches of the Agreement shall in no event exceed the amount paid to Seller by Buyer hereunder. Under no circumstances shall Buyer be entitled to any incidental or consequential damages.
 - 16. Limitation of Actions.** Any action for breach of the Agreement must be commenced within one year after the cause of action has accrued.
 - 17. Severability.** The invalidity or unenforceability of any provisions of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
 - 18. Assignment and Successor.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. Buyer may not assign any of its rights or obligations under this Agreement without the prior written consent of the Seller.

Anne Arundel Co.

A/C# 03684-6

BOD# 508 PAGE 540

200000

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
title tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Leasing Service Corporation
Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RETURN FEE 17.00
POSTAGE .50
MAY 20 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

(Signature of Debtor)
Ilsa Fink Corp Sect
Type or Print Above Name on Above Line

(Signature of Debtor)
Ilsa Fink Corp Sect
Type or Print Above Signature on Above Line

Leasing Service Corporation,
Division of Credit Alliance Corporation

(Signature of Secured Party)
Larry F Kimmel Asst. V.P.
Type or Print Above Signature on Above Line

LEASING SERVICE CORPORATION (the "LESSOR")
 Division of Credit Alliance Corporation

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018
 P.O. BOX 66, PREL PLAZA • ORANGEBURG, NEW YORK 10962
P.O. Box 1680, Glen Burnie, Md. 21061

Telephone: 212-421-3600
 Telephone: 415-654-8615
 Telephone: 404-458-9211
 Telephone: 312-298-5580
 Telephone: 914-359-8111

LEASE NO. 03684-6

BOOK 508 PAGE 541

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Baldwin Service Center, Inc.
 Defense Hwy. 450 & 178
 Annapolis, Maryland 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

ADP Dealer Services Division of
 Automatic Data Processing, Inc.
 920 Algonquin Road
 Schaumburg, IL. 60195

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
One	(1) New ADP Series 6000 To Series 8500 Conversion Consisting of: 50 MB Winchester Disk 1 Starter Kit & System Installation 768 K Parity Mos Memory 1 Extended Power Supply Module 22 User Ports 6 200 LCC Cable / 2 Connectors 1 Maintenance Port 40 Magnetic Tape Cartridges 1 Communications Port 1 1/4" Streaming Tape Drive 1 120V Power Line Conditioner One (1) ADP Series 8500 20MB Disk Expansion (O/L Master)
(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)	
LOCATION OF EQUIPMENT: STREET ADDRESS Defense Hwy. 450 & 178	
CITY Annapolis,	COUNTY Anne Arundel Co.
STATE Md. 21401	
FOR INITIAL TERM OF THIS LEASE	
AMOUNT OF EACH RENT PAYMENT	NOL. OF RENT PAYMENTS
\$ 2,062.62	45
TOTAL RENT	
\$ 92,817.90	
INITIAL TERM OF LEASE (NO. OF MONTHS)	
45	
ADVANCE RENT	
\$-0-	
AFTER INITIAL TERM RENEWAL RENT	
\$-0-	

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or **Feb. 21, 1987**, whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express or implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or performance of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: **Glen Burnie, Md. 21061**

DATE EXECUTED BY LESSEE: **January 20, 1987**

DATE: **January 20, 1987**

LESSEE: **Baldwin Service Center, Inc.**

LEASING SERVICE CORPORATION

BY: *[Signature]* **Coop Sec.**
 AUTHORIZED SIGNATURE TITLE

BY: _____ VICE PRESIDENT

BY: _____ AUTHORIZED SIGNATURE TITLE

LEASE COPY

in the state where accepted by Lessee, and otherwise directed by Lessee in writing. Should Lessee pay for or on account of the equipment see schedule thereto. Lessee shall pay for the equipment...

7. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

8. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

9. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

10. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

11. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

12. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

13. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

14. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

15. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

16. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

17. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

18. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

19. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

20. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

21. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

22. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

23. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

24. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

25. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

26. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

27. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

28. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

29. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

30. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

31. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

32. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

33. Lessee shall not be liable for any loss or damage to the equipment or any part thereof, whether or not such loss or damage is caused by fire, theft, or any other cause, unless the same is caused by the negligence of Lessee...

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof, and any and all renewals, modifications, extensions, amendments, supplements, and amendments thereof, without deduction by reason of set off, defense or counterclaim, notice of acceptance hereof and all notices of any kind to which we may be entitled in hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(Guarantor) (L.S.)

(Guarantor) (L.S.)

(Guarantor) (L.S.)

(Guarantor) (L.S.)

Mailed to Secured Party (L.S.)

(Guarantor)

Anne Arundel Cty., MD

STATE OF MARYLAND
BOOK 508 PAGE 543
FORM 9001

FINANCING STATEMENT

Identifying File No. 200003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.J. Kirby Construction, Inc.
Address 820 Generals Highway, Millersville, MD 21108

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street., Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Ingersoll-Rand P185WJD air compressor, s/n 154486
- (1) Ingersoll-Rand PB85 1½" paving breaker s/n 8586D055
- 500' - 3/4 x 50' air hose

Name and address of Assuree:
Ingersoll-Rand Financial Corp.
210 Goddard Boulevard
King of Prussia, PA 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral. CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

A.J. Kirby Construction, Inc.
(Signature of Debtor)

SEE ATTACHMENT FOR SIGNATURE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ingersoll-Rand Company
(Signature of Secured Party)

SEE ATTACHMENT FOR SIGNATURE

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
MARRIAGE-LITIG 801 TOR:42
FEB 20 87

1150

Register, Inc.

BOOK 508 PAGE 514

BOOK 508 PAGE 544

STATE OF MARYLAND

9/9

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A. J. KIRBY CONSTRUCTION, INC.

Address 820 Generals Highway, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- Ingersoll Rand P185WJD Air Compressor, SN 154486
- 1- Ingersoll Rand PB85 1-1/4" Paving Breaker SN 858DX55
- 500' - 3/4 x 50' Air Hose

Name and address of Assignee
 INGERSOLL-RAND FINANCIAL CORP.
 651 Park Avenue
 King of Prussia, PA. 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

A. J. KIRBY CONSTRUCTION, INC.

Albert J. Kirby
(Signature of Debtor) (Title)

Pres ALBERT J. Kirby
Type or Print Above Name on Above Line

(Signature of Debtor)

Mailed to Secured Party

INGERSOLL-RAND COMPANY

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

REGISTRE, INC. BOX 21023
MINNEAPOLIS, MN 55421
#3028-4
A.A. Co.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250825

RECORDED IN LIBER 470 FOLIO 344 ON 2/8/84 (DATE)

1. DEBTOR

Name Crazy Horse Enterprises
Address 5201 Ritchie Hgwy., Pasadena, MD 21122

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
FILING
#3012 CTM 01 208790
FEB 20 87

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination</u></p>

Mailed to Secured Party

Dated 1/23/87

[Signature]
(Signature of Secured Party)
F. Jed

Type or Print Above Name on Above Line

10540

REGISTRE, INC. BOX 21023
MINNEAPOLIS, MN 55421

#1110-3

A.A. Co.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250271

RECORDED IN LIBER 459 FOLIO 17 ON 1/4/84 (DATE)

1. DEBTOR

Name General Assembly of MD

Address Annapolis, MD 21401

2. SECURED PARTY

Name LJ Leasing Company

Address 600 Reisterstown Road

P.O. Box 21472

Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
33345 0577 01-108-41
FEB 20 87

Mailed to Secured Party

Dated 1/28/87

[Signature]
(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

1050

206007

To Be Recorded In The Land Records
And In The Chattel Records Of
Anne Arundel County And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax Of \$
On Principal Amount Of \$ 600,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel
County Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 26.00
POSTAGE .50
#19146 0040 R02 T11:29
FEB 20 87



1. **DEBTOR:**

WILBUR L. HODGES
MARLENE C. HODGES
183 Topeg Drive
Severna Park, Maryland 21146

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: James T. Pontier
Assistant Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting.

26⁰ 3



renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the

800 508 PAGE 549

record owner of the aforementioned real property. Exhibit A attached hereto consists of 3 page(s).

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

 (SEAL)
WILBUR L. HODGES

 (SEAL)
MARLENE C. HODGES

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) 5832

5832
H-01.15

EXHIBIT A

PARCEL I

508-550

BEING all that tract, lot or parcel ground shown as Lot No. 1 on a plat entitled "Subdivision of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9, Plat No. 6, now recorded in Plat Book 19, folio 45, which plat was prepared in September, 1946 by Thomas W. Shives, Registered Engineer and Surveyor.

BEING the same lot of ground which by Deed dated October 30, 1970 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2374, folio 644, from Henry A. Mack and Anita V. Foster Mack, his wife, to Varsity Auto Sales Corporation now known as Toyota City, Inc. as of February 25th, 1971.

SAVINGS AND EXCEPTING from the above described lot of ground all that lot of ground described as follow:

BEGINNING for the same point where the southeast side of Governor Ritchie Highway, as laid out 150 feet wide, is intersected by the northeast side of Marie Avenue, as laid out 40 feet wide, and running thence with the southeast side of the said Highway north 32 degrees 5 minutes east 174 feet to the southwest side of a 10 foot right of way heretofore laid out thence leaving the said highway and running with the southwest side of the said right of way south 57 degrees 55 minutes east 170 feet thence leaving the said 10 foot right of way and running across the whole lot of which the land herein described is a part south 32 degrees 05 minutes west 174 feet to the northeast side of aforementioned Marie Avenue thence running with the northeast side of Marie Avenue north 57 degrees 55 minutes west 170 feet to the place of beginning. Containing 29,580 square feet of land, more or less. Being the same lot of ground which by Deed dated February 11, 1970 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2330, folio 2, was granted and conveyed by Henry A. Mack and Anita V. Foster Mack, his wife, unto Alfie's Fish & Chips, Inc.

PARCEL II

BEGINNING for the same point where the southeast side of the Governor Ritchie Highway, as laid out 150 feet wide, is intersected by the northeast side of Marie Avenue as laid out 40 feet wide, running thence with southeast side of said highway, North 32 degrees 05 minutes east 174.00 feet to southwest side of a 10 foot right-of-way heretofore laid out; thence leaving the said highway and running with southwest side of said right-of-way, south 57 degrees 55 minutes east 170.00 feet; thence leaving the said ten foot right-of-way, and running across the whole lot, of which the land herein described in part, south 32 degrees 05 minutes west 174.00 feet to the northeast side of the aforementioned Marie Avenue, thence running with the northeast side of Marie Avenue, north 57 degrees 55 minutes west 170.00 feet to the place of beginning; containing 29,580 square feet of land. Being part of Lot 1 as shown on Plat of the Subdivision of the Clauss Property filed among the Land Records of Anne Arundel County in Plat Book No. 19 folio 45, and as shown on the Plat prepared by Shives & Wimmer, Inc. dated April, 1969.

BEING the same property described in a Deed dated February 11, 1970 from Henry A. Mack and wife to Alfie's Fish & Chips, Inc. and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2330 folio 219.

PARCEL III

BOOK 508 PAGE 551

BEGINNING for the same at a point on the southeast side of Governor Ritchie Highway, as laid out 150.0 feet wide, distant South 32 degrees 05 minutes West 194.0 feet from the intersection of the southeast side of the said highway and the southwest side of Marie Avenue, as shown on a Plat of the subdivision of the Clauss Property, filed among the Land Records of Anne Arundel County in Plat Book No. 19, folio 45, the said point of beginning being also the beginning point described in a deed to Layne Atlantic Company, dated August 8, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 335, folio 292, and running thence with the first or South 61 degrees 00 minutes East 400.0 foot line in the said deed, with courses referred to the plat previously mentioned, South 57 degrees 55 minutes East 200.0 feet; thence running for a new line of division North 32 degrees 05 minutes East 120.0 feet to the beginning of the fifth or North 61 degrees 00 minutes West 200.0 foot line described in the aforesaid deed; thence running with the said fifth line, North 57 degrees 55 minutes West 200.0 feet to the southeast side of the aforementioned Governor Ritchie Highway, thence running with the southeast side of the said highway, South 32 degrees 05 minutes West 120.0 feet to the place of beginning, containing 24,000 square feet of land.

BEING the same property conveyed to Irvin Zeiger by deed dated March 24, 1972 and recorded in Liber MSH 2479 folio 616 from Layne Atlantic Company; the said Irvin Zeiger having since departed this life on December 1, 1972, in Baltimore City. Letters of Administration of his estate (he died intestate) were granted to his widow, Zelda G. Zeiger, on March 21, 1973, by the Orphans' Court for Baltimore City. The above property was included in the Real Inventory filed in said Court. (File No. A-5056)

PARCEL IV

BEGINNING for the same on the southeasternside of Governor Ritchie Highway (formerly known as Drum Point Avenue) as now laid out, at a point north 29 degrees east 120 feet from a point where the first line of the description of the second lot of ground described in the hereinafter mentioned Deed to the said Marie Clauss, intersects the southeasterly side of said highway, which point of beginning is also at the end of the fifth line of the description set forth in Deed of August 8, 1945, and heretofore recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 335, folio 292; from the said grantors to the Layne Atlantic Company, a body corporate, and running thence south 61 degrees east 200 feet, thence north 29 degrees east 74 feet, thence north 61 degrees along and binding on the southwesterly side of a 40 foot road called Marie Avenue, west 200 feet, with the use thereof in common with others, to the southeasterly side of said Governor Ritchie Highway, and thence south 29 degrees west and binding along the said side of said highway 74 feet to the place of beginning.

BEING the same lot of ground which by Deed dated May 29, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2174, folio 53, was granted and conveyed by Lou Straus' Foreign Car Center, Inc. to the Grantor herein.

PARCEL V

BOOK 508 PAGE 552

BEGINNING for the first thereof on the southeasterly side of Governor Ritchie Highway (formerly known as Drum Point Avenue), as now laid out, at a point where the first line of the description of the second lot of ground described in the hereinafter mentioned deed to the said Marie Clauss intersects the southeasterly side of said Highway, which point of beginning is also at the southeasterly corner of the property conveyed by deed from Clarence J. Stoddard, et al, to the State of Maryland, for the use of the State Roads Commission, dated November 12th, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174 folio 54, etc., and running thence south Sixty-one (61) degrees east Four hundred (400) feet along the said line above mentioned, and thence at right angles, and parallel with said Governor Ritchie Highway, north Twenty-nine (29) degrees east One hundred Ninety-four (194) feet; thence at right angles and parallel with the first line of this description, north Sixty-one (61) degrees west Two hundred (200) feet; thence at right angles and parallel with the said Governor Ritchie Highway, and the second line of this description, south Twenty-nine (29) degrees west Seventy-four (74) feet; and thence at right angles, and parallel with the first line of this description, North Sixty-one (61) degrees west Two hundred (200) feet to the southeasterly side of said Governor Ritchie Highway; and thence south Twenty-nine (29) degrees west, and binding along the southeasterly side of said Governor Ritchie Highway, One hundred and twenty (120) feet to the point of beginning.

BEING the same lot of ground described in a Deed dated August 8th, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 335 folio 292, from Marie Clauss and Henry Clauss, her husband, unto Layne Atlantic Company, within named Grantor.

BEGINNING for the second thereof at the end of the first line of the description in deed dated August 8th, 1945, from Marie Clauss, et al, to the Layne Atlantic Company and running thence from said of beginning and parallel with the said Governor Ritchie Highway along the second line of the aforementioned deed North twenty-nine (29) degrees East one hundred and ninety-four (194) feet and thence at right angles South sixty-one (61) degrees East two hundred (200) feet; thence running at right angles and parallel with the first line of this description and of said Governor Ritchie Highway South twenty-nine (29) degrees West one hundred and ninety-four (194) feet and thence at right angles and parallel with the second line of this description North Sixty-one (61) degrees west two hundred (200) feet to the place of beginning said property located immediately to the East and adjacent to the property heretofore conveyed by Marie Clauss, et al, to the Layne Atlantic Company.

BEING the same lot of ground described in a Deed dated February 19, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 351 folio 189, from Marie Clauss and Henry Clauss, her husband, unto Layne Atlantic Company, the within named Grantor.

SAVING AND EXCEPTING THEREFROM so much of the property as described in a Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2479 folio 616, from Layne Atlantic Company unto Irvin Zeiger.

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$..... 206203

1. Name of Debtor(s): Jensen Systems, Inc.
Address: 339 Dameron S
Laurel, MD 20707

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

All Account Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, All Accounts Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivables, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORDING FEE 11.00
POSTAGE .50
45378 0040 101 112-29

FEB 20 87



Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Jensen Systems, Inc.
339 Dameron S., Laurel, MD 20707

Donald R. Jensen Pres.
Donald R. Jensen, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Herman L. Roberts* V.P.
Herman L. Roberts, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

11.50

200203

BOOK 508 PAGE 554

FINANCING STATEMENT

subject to recordation tax
\$210,000.00 (1,470.00)

1. Name of Debtor(s): Whitmore Printing and Stationary Company, Inc.
Address: 1982 Moreland Parkway
Annapolis, Maryland 21404

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 9.60
RECORD FEE 1.20
RECORD FEE 1.20
RECORD TAX 1470.00
POSTAGE .50
#19227 ROAD RD 115:07
FEB 20 87

4. This Financing Statement covers the following types (or items) of property: One - New Heidelberg two color offset press model SORSZ, serial #0525052, sheet size 28" x 40", equipped with: Alcolor dampening with refrigeration, Oxy-Dry spray unit model 200, Super Blue delivery cylinder, 2 extra delivery trucks, and all standard equipment.
One - New Bacher digital control Mounting-Light-Ruling table model 1430 (44" x 52").
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):
Whitmore Printing & Stationary Co., Inc.
[Signature] (President)
[Signature] (Vice President)

Secured Party:
Annapolis Banking & Trust Co.
(Type Name of Dealership)
[Signature]
By: (Authorized Signature)
John M. Suit, II Executive Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

12.00
1470.00
130

Mailed to Secured Party

266300

File No. _____
Record Reference:
Liber _____ Folio _____

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on principal amount of \$ 30,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Chriludon Limited T/A Bay Bridge Liquor Mart	Whitehall Dr. & Rt. 50 Whitehall, Maryland 21161

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

Package Set Remote Serial #6322186J AJ4461ASG1186
Bottle Cooler Serial #6324086J AJ4461ASG1186
Walk-In Cooler Serial #PRO0048 35625 4

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE 12.00
RECORD FEE 210.00
POSTAGE .50
FEB 20 11:03 AM '87

5. Proceeds)
_____) of the collateral are also specifically covered.
 Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Chriludon Limited T/A Bay Bridge Liquor Mart	THE CITIZENS NATIONAL BANK

By: Mary A. McDonough By: Thomas M. Scheopner
Mary A. McDonough, President Thomas M. Scheopner, V.P.

By: Thomas J. McDonough, III
Thomas J. McDonough, III, V.P., Sec.

Type or print all names and titles under signatures.

Mailed to Secured Party

206301

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clifton A. Cornish, Jr. D/B/A CBY Enterprises
Address 227 Berlin Avenue, Baltimore, MD 21225

3/8
02

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 (one) 1986 Autocar DK64F w/Steel J & J Body - S/N 1WBUCJF2GU 300897
GVW 65,000 lbs. 202 wheel base, RTOU608LL Transmission, 48,000 lb. rear axel, Jake brake, Job heater, 20,000 front axel, RT480 Susp., 55 & 60 gal. tanks, heated mirrors, A.C., AM/FM radio, Duel air horns, tow hooks, convex mirrors, padded interior, Aluminum chrome bumper, cast 6 spoke wheel w/22"x8.0" rims and J & J Steel body.

RECORD FEE 12.00
453822 CTR MD TEL:08

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CLIFTON A. CORNISH, JR. D/B/A
CBY ENTERPRISES

Clifton A. Cornish Jr.
(Signature of Debtor)

President
Type or Print Above Signature on Above Line

Horace E. Byrd Jr.
(Signature of Debtor)

Treasurer
Type or Print Above Signature on Above Line

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

Alfred Gold
(Signature of Secured Party)

myc
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

[Handwritten mark]

CBY

206302

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) RAMSEY, NINA M. d/b/a Joe Ramsey Music a/k/a Ramsey Music 161 West St. Annapolis, MD 21401	2. Secured Party(ies) and address(es) Baldwin Piano & Organ Company 422 Wards Corner Road Loveland, Ohio 45140	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) FILING FEE 12.00 RECORDS DIV. 313-11 FEB 20 87
4. This statement refers to original Financing Statement bearing File No. 231069 Filed with Anna Arundel County Date Filed February 8 1980		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. AMEND TO CHANGE DEBTOR'S NAME FROM: Ramsey, A. F. d/b/a Joe Ramsey Music
 TO: Ramsey, Nina M. d/b/a Joe Ramsey Music
 a/k/a Ramsey Music

No. of additional Sheets presented:

By: "X" Nina M. Ramsey Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] Signature(s) of Secured Party(ies)
 Baldwin Piano & Organ Company

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

Mailed to Secured Party

206303

BOOK 508 PAGE 558

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
RAMSEY, NINA M.
d/b/a Joe Ramsey Music
a/k/a Ramsey Music
161 West St.
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Baldwin Piano & Organ Company
422 Wards Corner Road
Loveland, Ohio 45140

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDED FEE 12.00
153825 6777 H01 11:3:10
FEB 20 '87

4. This financing statement covers the following types (or items) of property:

DEBTOR HEREBY GRANTS SECURED PARTY A SECURITY INTEREST IN:
ALL INVENTORY PRESENTLY OWNED AND HEREAFTER ACQUIRED,
PROCEEDS AND RESERVES.

DEBTOR HOLDS BALDWIN PRODUCTS ON CONSIGNMENT FROM
BALDWIN PIANO & ORGAN COMPANY.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Nina M. Ramsey
Nina M. Ramsey
Signature(s) of Debtor(s)

Baldwin Piano & Organ Company
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

FINANCING STATEMENT

DATE: February 17, 1987

BOOK 508 PAGE 559

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Supplemental Trucking, Inc.

ADDRESS: 5 Barbardale Lane
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
433627 6711 001 115-12
FEB 20 87



DEBTOR(S):

Supplemental Trucking, Inc.

By: [Signature]

By: [Signature]

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: [Signature]

(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1150
Mailed to Secured Party

206305

FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

RECORD FEE 3.00
POSTAGE .50
MORTGAGE CITY RD 113:13

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.



FEB 20 87

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax
Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green (KGG)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.
(Type Name)

By: Joseph V. Collins
Joseph V. Collins
Vice-President/Mortgage Co.
(Type Name and Title of Person Signing)

February 11, 1987
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

Schedule B

Finished building unit components consisting of 117 units:

BOOK 508 PAGE 562

- (58) 2-bed - S/N 1574-1583, 1585-1604, 1606-1613, 1615-1622, 1624-1628,
1630-1636
 - (1) Reception/Office - S/N 1584
 - (3) Linen - S/N 1605, 1638, 1672
 - (11) 1-bed sofa efficiency - S/N 1614, 1623, 1640, 1647, 1654, 1661, 1668,
1673, 1679, 1684, 1689
 - (2) 2-bed barrier-free - S/N 1629, 1637
 - (1) Conference Room - S/N 1639
- (27) 1-bed - S/N 1641-1646, 1648-1653, 1655-1660, 1662-1667, 1669-1671
 - (1) Laundry - S/N 1677
 - (1) Folding - S/N 1678
 - (1) Manager's Apartment - 1690
- (11) 1-bed sofa - S/N 1674-1676, 1680-1683, 1685-1688

Mailed to Secured Party

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

BOOK 508 PAGE 563

286003

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es) (last name first):</p> <p>BACKYARD BOATS, INC. 222 Severn Avenue Annapolis, Maryland 21403</p> <p align="center">AND</p> <p>4819 Woods Wharf Road Shady Side, Anne Arundel County, Maryland 20764</p>	<p>2. SECURED PARTY:</p> <p>BOMBARDIER CREDIT, INC. East Main Street Road P.O. Box 509 Malone, New York 12953</p>
	Return to Secured Party

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future (a) new and used inventory (including, but not limited to, new and used inventory), (b) accessories, parts, storage containers for parts and accessories, (c) Debtor's contract rights with, general intangibles relating to, and accounts receivable from the party or parties from whom Debtor purchases inventory, (d) policies of insurance and sums payable thereunder, including, but not limited to, unearned and returned premiums, insuring any of the foregoing property, (e) returned and repossessed inventory, (f) property of a type normally held by Debtor as inventory, but used by Debtor for demonstration or other purposes, (g) all deposits and other sums due or to become due to Debtor from Secured Party, (h) the proceeds of all of the above described property, including, but not limited to, chattel paper, instruments, accounts and cash, and (i) the books and records relating to all of the foregoing property and proceeds.

4. Proceeds and products of collateral are covered hereunder.

RECORD FEE 13.00
POSTAGE .50

5. This transaction is exempt from the Maryland recordation tax.

The execution of this Financing Statement also constitutes execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORDED FEB 20 1987

DEBTOR:

BACKYARD BOATS, INC.
(Type Name)

By: J. Riley Smirnow (SEAL)
J. Riley Smirnow, President

By: _____ (SEAL)

SECURED PARTY:

BOMBARDIER CREDIT, INC.

By: John Lindberg

February, 19 87
(Date Signed by Debtor)



INSTRUCTIONS: Sign in ink, type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name and title of person signing.

1355

8. Immediately upon the sale of any item of Inventory, Debtor shall pay to Secured Party, in cash, the unpaid balance of any money advanced by Secured Party to enable Debtor to acquire each such item of Inventory. Any cash or other property received by Debtor in exchange for any item of Inventory is hereby declared by Debtor to be the property of Secured Party for which Debtor, its officers, agents, and employees, shall be trustees for the benefit of Secured Party.

9. Secured Party may, at any time, notify account debtors and other parties obligated to Debtor on account of the Collateral of the security interest granted hereunder and that all remittances on account of the Collateral shall be made directly to Secured Party. Secured Party may, at any time, take control of the Collateral and compromise, extend or renew any portion thereof, or deal with the same in such manner as Secured Party may deem advisable, including, but not limited to, bringing suit for collection in the name of Secured Party or Debtor.

10. Whenever there are no outstanding Obligations of Debtor, and no commitments on the part of Secured Party which might give rise to Obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by registered mail. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents. Debtor hereby waives presentment and all notices that may lawfully be waived. In the event that Secured Party shall require the services of an attorney in any manner regarding the transactions contemplated hereby, Debtor shall reimburse Secured Party for the amount of any attorneys' fees so incurred, and in the event that the services of any such attorney are required for collection of the Obligations, Debtor shall be responsible for and shall pay to Secured Party an amount equal to 15% of the unpaid Obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with all court costs and other legal expenses incurred by Secured Party. Debtor hereby authorizes any attorney of any court within the United States or elsewhere to appear for Debtor and after one or more declarations filed to confess judgment against Debtor as of any term after the Obligations are due (whether by normal maturity or upon acceleration or upon demand in the case of such of the Obligations as are payable on demand) for all or any part of the Obligations, with court costs and attorneys' fees in the amount aforesaid for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law), or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant hereinbefore set forth for any deficiencies due after the collection, foreclosure, realization, or sale of the Collateral or any part thereof, together with interest, attorneys' fees as aforesaid and court costs.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. If any part of the Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

12. The waiver by Secured Party of any right or remedy must be in writing, signed by an officer of Secured Party; provided, however that no such waiver shall act as a waiver of the same or any other right or remedy in any other or future instance.

13. In the event that Secured Party shall, at any time, partially or wholly adopt business procedures pursuant to which original documents are copied by microfilm or other photographic or visual process, Debtor acknowledges and agrees that such photographic or other records shall be and become the best evidence of this Financing Statement and Security Agreement and that such photographic or other record, or print thereof, shall, for all purposes of substantive and evidence laws and rules, in court or otherwise, be deemed to be the original of the document actually physically signed by Debtor.

14. Default by Debtor in the payment of any of the Obligations or the breach by Debtor of any covenant, agreement, warranty or representation in any document evidencing or otherwise relating to any of the Obligations shall, at Secured Party's option, immediately cause all of the Obligations or any portion thereof declared due by Secured Party, to immediately become due and payable.

Mailed to Secured Party

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement

1. The property (including "Inventory", as defined below), proceeds, products and books and records described in Item 3 on the front side hereof are hereinafter collectively referred to as the "Collateral". Such of the Collateral that is tangible personal property held by the Debtor for re-sale or lease in the course of Debtor's business is hereinafter referred to as "Inventory". Debtor shall at all times comply with all requests of Secured Party relating to the perfection of Secured Party's security interest in the Collateral. Secured Party, at its option, may, from time to time, lend money or extend credit to Debtor in reliance hereon, and the security interest granted hereunder shall secure all of the "Obligations" of Debtor to Secured Party, which shall include, but not be limited to, all present and future monetary liabilities (including extensions, renewals, refinancing, interest and service charges), fixed, contingent, matured, unmatured, arising directly or by purchase or assignment, liquidated, unliquidated, secured or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. Debtor promises to pay on demand all Obligations arising pursuant to the revolving loan procedures set forth herein. Financial matters relating to the revolving loan transaction contemplated hereby shall be set forth on Secured Party's form of "Revolving Loan Memorandum", which Debtor shall execute contemporaneously herewith. Acceptance by Secured Party or deposit of a check or other item for the payment of money shall not constitute payment of the Obligations until Secured Party receives final credit or payment in cash on each such item.
2. Debtor shall hold and maintain said Inventory at Debtor's address as shown on the front side hereof (and Debtor shall advise Secured Party of any changed or additional locations of Inventory), in good order, complete and unused without expense or liability to Secured Party, except that Debtor may use or consume Inventory for demonstration or other business purposes provided that Secured Party is notified of, and consents to, such use and/or consumption of Inventory. Further, except for the security interest granted hereby, Debtor warrants that it is the owner of the Inventory free from any prior lien, security interest or encumbrance, and Debtor will defend the Inventory against all claims and demands of all persons at any time claiming the same or any interest therein.
3. Debtor shall keep the Inventory insured at all times against loss by fire, theft and other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, including, but not limited to adequate collision and public liability insurance on any motor vehicle, in a company or companies satisfactory to Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said Inventory; such policy or policies of insurance will be delivered to Secured Party, together with loss payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party.
4. Debtor shall sell each item of Inventory for a price not less than Debtor's cost. Debtor shall pay to Secured Party the costs of Secured Party of filing Financing Statements, any taxes incident thereto and all legal expenses and fees incurred by Secured Party in relation to the revolving loan contemplated hereby.
5. At the option of Secured Party, Obligations incurred hereunder may be evidenced by Secured Party's books and records or by promissory notes to be executed each time an obligation is incurred, or by a combination of both procedures. Debtor does hereby make, constitute and appoint any officer or agent of Secured Party as Debtor's true and lawful attorney-in-fact, with power to sign the name of Debtor as maker upon the said note or notes. Debtor does hereby make, constitute and appoint any officer or agent of Secured Party as Debtor's true and lawful attorney-in-fact, with power to endorse the name of Debtor or any of Debtor's officers or agents upon certificates of title, certificates of origin and upon any notes, acceptances, checks, drafts, money orders, or other instruments of payment or collateral that may come into the possession of Secured Party in full or part payment of any amounts owing to Debtor; granting unto Debtor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and the same as Debtor might or could do, and hereby ratifying all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and all transactions hereunder. The powers conferred on Secured Party by this paragraph shall not impose any duty upon Secured Party to exercise any such powers.
6. Debtor shall keep proper books and records of all sales of the Inventory and, at all reasonable times, allow Secured Party, its representative or agents, to examine and inspect same; and upon demand by Secured Party, Debtor shall deliver to Secured Party such lists of reports of the Inventory, and proceeds from the sale thereof, as may be reasonably required, in form acceptable to Secured Party.
7. Debtor shall keep Secured Party informed as to the location of the Inventory, and shall permit Secured Party, its representative or agents, to examine and inspect the Inventory at all reasonable times.

FINANCING STATEMENT

~~BOOK 508 PAGE 514~~

File No. 206307
~~BOOK 508 PAGE 500~~

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1. DEBTOR(S) and Address(es):</p> <p>BACKYARD BOATS - SHADY SIDE, INC. 4819 Woods Wharf Road Shady Side, Anne Arundel County, Maryland 20764</p>	<p>2. a SECURED PARTY and Address</p> <p>BOMBARDIER CREDIT, INC. East Main Street Road P.O. Box 509 Malone, New York 12953</p> <hr/> <p>2. b ASSIGNEE (if any) of Secured Party and Address</p>
---	--

3. This Financing Statement covers the following types (or items) of property:

All of the Collateral described as "the Property" on Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 17.00
 POSTAGE .30
 PROCESS CHG 113.20
 FEB 20 87

4. Proceeds and products of collateral are covered hereunder.

5. This transaction (is) ~~not~~ exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is _____



6. RETURN TO: **SECURED PARTY**

DEBTOR: _____ SECURED PARTY: _____

BACKYARD BOATS - SHADY SIDE, INC. BOMBARDIER CREDIT, INC.
(Type Name) (Type Name)

By: J. Riley Smirnow By: John Lindberg
 J. Riley Smirnow, President John Lindberg

By: _____ February 11th, 19 87
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink. type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any Md., Va., D.C., Pa.

17-50

BOOK 508 PAGE 567

BOOK 508 PAGE 514

FINANCING STATEMENT

by and between

BACKYARD BOATS - SHADY SIDE, INC.

and

BOMBARDIER CREDIT, INC.

EXHIBIT A

Description of Collateral

All of that land (the "Land") situate and lying in Anne Arundel County, Maryland, which is described in Exhibit B, attached hereto as a part hereof,

TOGETHER WITH (a) all leases, license agreements, tenancies and other use or occupancy agreements (whether oral or written), now or hereafter existing, which cover any or all of the Property (hereinafter defined), all extensions and renewals thereof, and all modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"), and (b) all rents, income, receipts, revenues, royalties, issues, profits, and other payments, payable to Debtor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases (all of which are hereinafter called collectively the "Rents"), subject, however, to the provisions hereof, and

TOGETHER WITH any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, as well as any after-acquired title, franchise, license, reversion and remainder, and

TOGETHER WITH all buildings, structures and other improvements of every kind and description now or hereafter erected or placed on the Land, all additions, alterations and replacements thereto or thereof, and all materials now owned or hereafter acquired by the Debtor and intended for the operation, construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the Land (all of which are hereinafter called collectively the "Improvements"), and

TOGETHER WITH all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used for any present or future operation or management of the Land or the Improvements, including, without limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wires, switches, fans, switchboards, and other electrical equipment and fixtures; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures stoves, ovens, refrigerators, garbage disposals and compactors, dishwashers, cabinets, mirrors, mantles floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in any way in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land; and every renewal, replacement or substitution therefor, whether or not the same are now or hereafter are attached to the Land in any manner; all except for any right, title or interest therein held by any tenant of any or all of the Land or the Improvements, or by any other person, so long as such tenant or other person is not a party hereto or bound, with respect to such right, title or interest, by the provisions hereof (it being agreed by the parties hereto that all personal property owned by the Debtor and placed by it on the Land shall, so far as permitted by law, be deemed to be affixed to the Land, appropriated to its use, and covered by this Deed of Trust), and

TOGETHER WITH all proceeds, in whatever form received, whether in cash, negotiable or non-negotiable instruments, or in any other form whatsoever of all previously described property in each of the foregoing paragraphs (hereinafter called "Proceeds"),

BOOK 508 PAGE 514

BOOK 508 PAGE 569

TOGETHER WITH all of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property, all of which awards, rights thereto and shares therein are hereby assigned to the Secured Party (the Land, the Improvements, fixtures, personal property, Proceeds, tenements, hereditaments, appurtenances and other property interests being hereinafter collectively referred to as the "Property").

1405j

Mailed to Secured Party

A-3

Anne Arundel City

206373

BOOK 508 PAGE 570

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Business Systems Management, Inc. 2134B Generals Hwy and 177 Defense Hwy Annapolis, MD 21401				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
IBM Credit Corporation, One Cherry Hill Suite 217, P.O. Box 2837, Cherry Hill, New Jersey 08034				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, equipment, furniture, fixtures, accounts, contract rights, chattel paper, instruments, general intangibles, reserves, rebates, discounts, credits and incentive payments, wherever located now owned or hereafter acquired, and all attachments, parts, accessions, accessories and replacements thereto and all proceeds thereof.



RECORD FEE 11.00
306.00 ORIGINAL 713429
FEB 20 87

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

~~Business Systems Management, Inc.~~

~~X~~ JOHN J. RICE PRESIDENT
(Type or print name under signature)

John J. Rice - President

IBM Credit Corporation (Seal)

(Corporate, Trade or Firm Name)

Kenneth N. Collins - agent
Signature of Secured Party or Assignee

Kenneth N. Collins - agent
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

206309

FINANCING STATEMENT

DATE: February 12, 1987

BOOK 508 PAGE 571

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Two Zero Six West Corporate, Inc.

ADDRESS: T/A Capitol Durgs
C/O Port East Realty, Inc.
20 West Street
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 12.00
POSTAGE .50

153884 CTR 701 714:00
FEB 20 87



Mailed to Secured Party

DEBTOR(S):
Two Zero Six West Corporate, INC.

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: Priscilla E. Trescott PRESIDENT
Priscilla E. Trescott, President

By: John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

18.50

County Clerk

FINANCING STATEMENT

200310

Form UCC-1 Identifying File No. BOOK 508 PAGE 572

ALL INFORMATION MUST BE TYPEWRITER OR PRINTED IN INK.
SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____.

If this statement is to be recorded in land records check here _____.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway
Address P.O. Box 74 New Gretna, N.J. 08224

RECORDED FEE 11.00
POSTAGE .30
REGISTERED WITH THE STATE
FEB 20 1987

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) 8/87

4. This financing statement covers the following types (or items) of property:

1987 Viking 41' Convertible Hull #VKY41861B787
Twin G.M. 671STI:450HP J&T Ser. #6A453107-Port
Ser. #6A453166-Stbd
8.0KW Kohler Diesel Generator Ser. #187288

Check (X) the lines which apply

5. _____ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

_____ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

_____ (Proceeds of collateral are also covered)

_____ (Products of collateral are also covered)

Annette S. Maslanka
Signature of debtor

BY: Annette S. Maslanka, Power of Attorney
Type or print above name

Signature of debtor

Type or print above name

Gerard D. Straub
Signature of secured party

Gerard D. Straub, Secretary
Type or print above name

Mailed to Secured Party

County Clerk

STATE OF MARYLAND

BOOK 508 PAGE 573

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 508 FOLIO 572 ON _____ (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway
Address P.O. Box 74
New Gretna, N.J. 08224

Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) 8/87

Hull #VKY41861B787

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Security Savings and Loan Association 18 Northeast Avenue Vineland, New Jersey 08360</p>	

RECORD FEE 10.00
50
433871-0777 001 114:08
FEB 20 87

Mailed to Secured Party 103

Dated _____

Annette S. Maslanka
(Signature of Secured Party)
BY: Annette S. Maslanka, Power of Attorney
Type or Print Above Name on Above Line

266311

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Forthofer, William K.
788 Canvasback Court
Arnold, MD 21012

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

S. M. Christhif & Sons, Inc.
Timonium Rd. & Harrisburg Expressway
Timonium, MD 21093

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, Suite 420
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Mitsubishi Model MS300LC-8 Hydraulic Excavator S/N 9165 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT EQUIPMENT AND ADDITIONS, AND ALL CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COLLATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING THEREFROM, AND ALL CASH AND NON-CASH PROCEEDS THEREOF.

TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable

William K. Forthofer

Signature of Debtor if applicable (Date)

William K. Forthofer

S. M. Christhif & Sons, Inc.

Signature of Secured Party if applicable (Date)

S. M. Christhif & Sons, Inc.

Mailed to Secured Party

000013

PRINT OR TYPE ALL INFORMATION

BOOK 508 PAGE 575

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY
STATE CORPORATION COMMISSION

(Under Commercial Code Division BXX 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Arundel Structures, Incorporated
1993 Moreland Parkway
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

William K. Forthofer
788 Canvasback Court
Arnold, MD 21012

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, Suite 420
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X)

Description of collateral covered by original financing statement

One Mitsubishi Model MS300LC-8 Hydraulic Excavator S/N 9165
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS,
ADDITIONS, AND ALL PROCEEDS THEREOF.
TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Arundel Structures, Incorporated

Signature of Debtor if applicable (Date)

William K. Forthofer

William K. Forthofer

Signature of Secured Party if applicable (Date)

William K. Forthofer

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Book No. 200313 508 PAGE 576

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here

This financing statement Dated December 4, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name Chillum Heights Joint Venture, Inc.

Address 8229 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Federal City National Bank Attn: Ms. T.C. Benson

Address 555 New Jersey Ave., N.W., Washington, D.C. 20001

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

A first security interest in all accounts receivable now owned and hereinafter acquired.

RECORDED AND INDEXED FEB 20 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

John M. Davis

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Federal City National Bank

Signature of Secured Party

John W. Duffy

Type or Print Above Signature on Above Line

Handwritten initials

STATE OF MARYLAND

BOOK 508 PAGE 577

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway Baltimore, MD 21237
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

REGISTRATION FEE 17.00
FILING FEE .50
1533883 0777 H01 114:18
FEB 20 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther Pres.
(Signature of Debtor)

Mark Gunther Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A
Chesapeake Truck Sales

H.C. Weidins V.P.
(Signature of Secured Party)

H.C. Weidins V.P.

Type or Print Above Signature on Above Line

1750

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (Seller) FROM: Gunther's Leasing Transport, Inc. (Buyer) 8540 Pulaski Highway Baltimore, MD 21237 8350 Capel Drive Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions.

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks): Two (2) 1987 Ford Model LTL9000 Tandem Axle Tractors, S/N's 1FDYA90W8HVA15834 and 1FDYA90WXHVA15835 *See Schedule "A" attached hereto and made a part hereof for payment schedule.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 161,462.21 (2) Less DOWN PAYMENT IN CASH \$ -0- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0- (4) CONTRACT PRICE (Time Balance) \$ 161,462.21

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive Pasadena, MD 21122

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred sixty one thousand four hundred sixty two and 21/100 ***** Dollars (\$ 161,462.21)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 11th day of March, 19 87, and continuing on the same date each month thereafter until paid, the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ *

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: February 10, 19 87 BUYER(S)-MAKERS(S): Chesapeake Ford Truck Sales, Inc. (SEAL) Gunther's Leasing Transport, Inc. (SEAL) Accepted T/A Chesapeake Truck Sales (Print Name of Seller Here) (SEAL) By: H.C. Meadows V.P. (Print Name of Buyer/Maker Here) Co-Buyer-Maker: (SEAL) (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer/Maker Here) (Witness as to Buyer's and Co-Maker's Signature) This instrument prepared by

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (1) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	,	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)		(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility, to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 _____ (Witness) By: _____ } of
 _____ (Signature, Title of Officer, "Partner" or "Proprietor") } Seller

PAGE 79
S08
S00

BOOK 508 PAGE 580

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 10, 1987

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller, Leasing Mortgagee
(Name) and Gunther's Leasing Transport, Inc. 8350 Capel Drive Pasadena, MD 21122
(Address)

as Buyer, Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear, title lien or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 161,462.21

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of February 19 87

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)
By H.C. Meadows V.P.

(If Corporation, provide name and corporate name, state authorized officer sign, seal, title, and date of corporate seal. If partnership, provide name and date of incorporation.)

CA 134

Mailed to Secured Party

206314

FINANCING STATEMENT FORM UC 7-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul G. Eisen and Ruth H. Eisen
Address 14231 Briarwood Terrace, Rockville, Md. 20853

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1986 Bayliner, 2850 Contessa Sunbridge, Hull No. BL2A59CDH586 with Volvo-Penta, 260 horsepower engine, serial no. 52672.

ASSIGNEE OF SECURED PARTY:
CentTrust Savings Bank
101 E. Flagler St.
Miami, Fla. 33102



RECORDS FEE 12.00
JUSTICE 30
MARRIAGE DIV 114-26
FEB 20 87

CHECK [] THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Paul G. Eisen
(Signature of Debtor)

Paul G. Eisen
Type or Print Above Name on Above Line

Ruth H. Eisen
(Signature of Debtor)

Ruth H. Eisen
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1750

Anne Annette
2/11/87

206315

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Anderson-Stokes, Inc.
Parole Station, Rt.2 & West St.
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

North Supply Company 25131
ATTN: Leasing Dept.
Box 600
Industrial Airport, KS 66031

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
JUN 23 0777 AM 114427
JUN 20 87

4 This financing statement covers the following types (or items) of property:

Northcom 1648 Telephone System
15 Telephones
1 DSS



ASSIGNEE OF SECURED PARTY AND ADDRESS
THE CIT GROUP SALES FINANCING, INC.

9225 Ward Parkway, #260
Kansas City, MO 64114

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Anderson-Stokes, Inc.

By:
Signature(s) of Debtor(s)
Paul Curtis Stokes III, Vice-President

North Supply Company

By:
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

200016

BOOK 508 PAGE 583

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Rodney A. Floyd D.D.S.-P.A.
(Name or Names—Last Name First)
1017 Generals Highway, Crownsville, Maryland 21032
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

Point 4 Mark 2T wye 50 Terminal
Okidata 84 Printer
Royal Vadio Modem

RECORD FEE 15.00
POSTAGE .50
STAMP CITY 601 71-4-30
FEB 20 1987



- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$ 33,783.75
Thirty-three thousand and Seven hundred eighty-three dollars and 75¢
- 8. Filed with: Clerk of the Circuit Court for Anne Arundel County
- 9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 27th day of January, 1987

DEBTOR
[Signature]
RODNEY A. FLOYD
By: ELAINE M. FLOYD
(Title)

SECURED PARTY:
THE BANK OF GLEN BURNIE
By: [Signature]
Patricia Turner
Branch Manager
(Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

1350

Mailed to Secured Party

206317

Buyer's (Debtor's) Name (Last name, first) Sledge, James	Purchaser's Mailing Address 514 Corbin Pkwy, Annapolis, MD 21401	Zip Code 21401
Buyer's (Debtor's) Name (Last name, first) Sledge, J.	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rentals & Sales	Seller's Address 1919 Lincoln Drive, Annapolis, MD 21401	Zip Code 21401
BUYER'S SOC SEC NO (First Signer) 236622383		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	214	Lawn & Garden tractor 14h.p.	M00214X364102
1	N	JD	38"	mower	M00664X543080
1	N	JD		Rear dual loader	

RECORDING FEE 11.00
 COSTAGE .50
 COUNTY CLERK NO. 714131

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~(is)~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
 POST OFFICE BOX 4949
 SYRACUSE, NEW YORK 13221

Mail to: **John Deere Company**
 P.O. Box 585X 4949
 Syracuse, N.Y. 13201 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

ANNE ARUNDEL, MD

Debtor resides in Anne Arundel, MD (County) (State) Note dated and signed 10/15/86 (Date) Debtor's Telephone No. 257-2124

J. Sledge
 (Debtor's Signature) J. Sledge
 (Debtor's Signature)

Annapolis 4A Rentals
 (Seller's Name)
David B. Graham
 (Seller's (Secured Party) Signature) DAVID B. GRAHAM, SALES MANAGER

(Do not write below this line)

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

250318

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 469 FOLIO 110 ON Jan. 5 84 (DATE)

1. DEBTOR

Name Henson, James E.
Address PO Box 361, Severna Park, MD

2. SECURED PARTY

Name JOHN Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXXXX (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
JAN 20 1987

FEB 20 87

Mailed to Secured Party

JOHN DEERE COMPANY

Dated 12 Feb. 1987

Robert P. Muryhy
(Signature of Secured Party)
Robert P. Muryhy, Administrator
Type or Print Above Name on Above Line

1030

195026

200313

BOOK 508 PAGE 586

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax On The
Principal Amount Of \$327,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel
County Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 17.00
POSTAGE 50
553907 CITT 801 11:42
FEB 20 87

1. DEBTOR:

W. F. UTZ CONSTRUCTION COMPANY, INC.
1511 Ritchie Highway
Suite 105
Arnold, Maryland 21012



2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1700/50

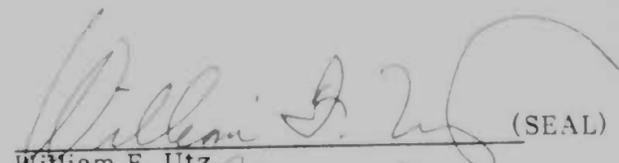
- property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

W. F. UTZ CONSTRUCTION COMPANY,
A Maryland Corporation

By:  (SEAL)
William F. Utz,
Title: President

Date: January 9, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 5973

5973
U-00.22

EXHIBIT "A"

508 PAGE 589

BEING known and designated as Lots 269, 271, 272, 273, 274 and 276 through 291, inclusive, as shown on the Plat entitled, "Plat Five, CHELSEA BEACH", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 12.

TOGETHER WITH the beds of streets abutting or adjoining said lots.

BEING part of the property described in Confirmatory Deed dated June 13, 1979 by and between Whitehurst Building Corporation and Shudder, Inc., as recorded among the Land Records of Anne Arundel County in Liber 3213, folio 316.

Mailed to Secured Party
Secured Party

195885

BOOK 508 PAGE 590

3

Not to be recorded in Land Records

Subject to Recordation Tax: *NOT* Principal Amount is \$1,000,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: Jan. 28, 1987

FINANCING STATEMENT

1. Debtor: Address: RECORD FEE 1.50
POSTAGE .50
 ADVENTURES IN HOME BUILDING, LTD. 844 Ritchie Highway
 Suite 204, P.O. Box 1071
 Severna Park, Maryland 21146

2. Secured Party: Address: RECORD FEE 1.50
POSTAGE .50
 FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9151 Baltimore National Pike
 Ellicott City, Maryland 21043

3. This Financing Statement covers: RECORD FEE 1.50
POSTAGE .50

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein

178.50



described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

SECURED PARTY:

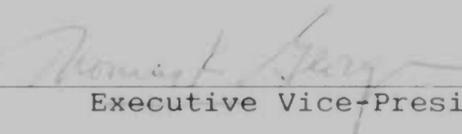
ADVENTURES IN HOME BUILDING,
LTD.

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By



By



Executive Vice-President

AHFS1248.110 K1

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland being known and designated as Lot 1 as shown on the plat entitled, "WATER OAK FOREST, Section One, Plat Two," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 96, folio 48; and also

Lots 7A, 7B, 3 and 4 as shown on the plat entitled, "WATER OAK FOREST, Section One - Plat Three & Resubdivision of Lot 7 - Section One, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, folio 24.

Mailed to Secured Party
Secured Party

BOOK 508 PAGE 593

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE.

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The Maryland State Department Of Assessment And Taxation

Subject To Recording Tax On Principal Amount Of \$400,000.00, Which Was Paid On Recordation Of A Deed Of Trust To The Clerk Of The Court

FINANCING STATEMENT

1. Debtor: BREWER HILL ASSOCIATES, a Maryland partnership whose only partners are Robert A. Podrog, Franklin Paulson, Robert A. Solomon, and Peter Zur Nedden
c/o Mr. Robert Podrog
4340 Connecticut Avenue, N.W.
Suite 425
Washington, D.C. 20008
2. Secured Party: The National Bank of Washington
619 14th Street, N.W.
Washington, D.C. 20005
3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and

9410E/12-3-86
#178

25 50

OR
CLERK

RECORD FEE 25.00
STAGE .50
FEB 20 87

unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

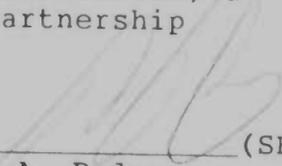
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
 - c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - d. All rents, profits, and benefits to the extent they may constitute contract rights, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share

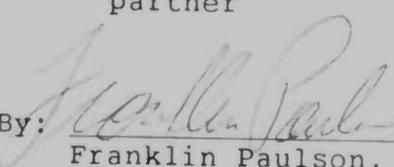
belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

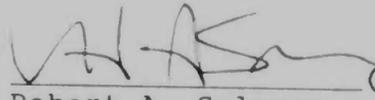
- 5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
- 6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

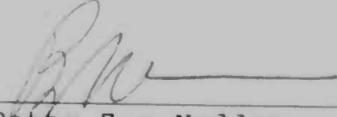
DEBTOR:

BREWER HILL ASSOCIATES, a Maryland partnership

By:  (SEAL)
 Robert A. Podrog,
 partner

By:  (SEAL)
 Franklin Paulson,
 partner

By:  (SEAL)
 Robert A. Solomon,
 partner

By:  (SEAL)
 Peter Zur Nedden,
 partner

DATE: February 11, 1987

RECORD OWNER OF REAL ESTATE: BREWER HILL ASSOCIATES, a Maryland partnership whose only partners are Robert A. Podrog, Franklin Paulson, Robert A. Solomon, and Peter Zur Nedden

TO FILING OFFICER: After this Statement has been recorded, please return to:

William R. Naeher
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

LEGAL DESCRIPTION

BOOK 508 PAGE 597

All that certain land located in Anne Arundel County, Maryland described as follows:

BEGINNING for the same at a point located on the north side of West Street and at the division corner between Lots 2 and 3 as shown on a Plat by E. Lacy Chinn, surveyor, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 20, page 17; said point of beginning being further located at the end of the South 03 degrees 05 minutes 40 seconds East, 140.27 foot line of the conveyance from David Roth and Melville C. Roth to William R. Pfefferkorn by deed dated June 5, 1976, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2856, page 535;

THENCE running from the place of beginning so fixed and running with said line, reversely, and also running with the division line between said Lots 2 and 3 as shown on the above-mentioned plat, North 03 degrees 05 minutes 40 seconds West, 140.27 feet to a point located at the beginning of said line and at the rear division corner between said Lots 2 and 3; said point being further located in the south outline of Lot 76 as shown on the above-mentioned Plat recorded in Plat Book 20, page 17.

THENCE with part of said south outlined of Lot 76 and running with the northernmost lines of Lots 2 and 1 as shown on said Plat, North 87 degrees 02 minutes 40 seconds East, 97 feet, more or less, to intersect the westernmost outline of the Peoples Brewer Hill Cemetery Property;

THENCE with part of said west outline and running with the easternmost line of Lot 1 as shown on the above-mentioned Plat and running in a southwesterly direction 140 feet, more or less, to a point located on the north side of West Street and at the Southeast corner of Lot 1 as shown on the above-mentioned Plat;

THENCE running with the north side of West Street, South 87 degrees 14 minutes 03 seconds West, 80 feet, more or less, to the place of beginning;

BEING all of Lots 1 and 2 as shown on the above-mentioned Plat by E. Lacy Chinn recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 20, page 17.

Exhibit "A"

9525E/1-16-87
#178

Mail to

MRS. WILKINSON, SNIDER & GOLDSBOROUGH
P. O. Box 1911
Annapolis, MD 21404

200303

BOOK 508 PAGE 598

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK

If the property described below is a fixture so that this statement is to be recorded in land records, check here.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.
\$ 1594.32

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Walter J Livramento SEARCH FEE 12.00
 Address 110 Louis Drive, Annapolis md 21401 SEARCH FEE 14.00
 (Street) (City or County) (State) .50

2. SECURED PARTY Name Household Retail Services NOTARIAL FEE 101.00
 Address 2058 Somerville Rd, Annapolis Md 21401 MAR 29 87
 (Street) (City or County) (State)

Return Filing Receipt To: Secured Party

JR
CLERK

3. This financing statement covers the following types (or items) or property: (list)

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
HONDA MC	3Wheeler	JH31E0801FM020314			85

4. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X Walter J. Livramento
Signature of Debtor

[Signature]
(Signature of Secured Party)

Walter J. Livramento
Type or Print Above
Signature on Above Line

D R BULLIS
Type or Print Above
Name on Above Line

FILING OFFICER COPY

72-
80

200000

BOOK 508 PAGE 599

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 9410 ANNAPOLIS RD
CITY & STATE: ANNAPOLIS MD 20706

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
TITUS, DAVID H AND STACEY L		2-11-87	
52 PATRICK MOBILE EST.		ACCOUNT NO.	TAB
ANNAPOLIS MD 20711		58002620	3541

Filed with: ANNIE ARUNDEL
This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

Boat 121, Boat 112, Amps

RECORDING FEE 14.00
TAX .50
ANNAPOLIS CITY MD 20706
FEB 24 87



UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2548.89

BY [Signature] AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
[Signature] DEBTOR
[Signature] DEBTOR
FILED BY HELEN BURTON CSR
ORIGINAL - FILING OFFICER COPY

*121
2550*

206324

508 PAGE 600

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

American Cancer Society, Inc.
4 West 35th Street
New York, NY 10001
(Lessee)

Ralion Corporation
54 Sasco Hill Road
Fairfield, CT 06430
(Lessor)

CRIF
17:00
150
E777 R01 711:05
FEB 14 87

4 This financing statement covers the following type(s) (or items) of property

See Schedule A attached hereto.

5 Assignee(s) of Secured Party and Address(es)

The Financial Corporation
of Illinois
4825 North Scott Street
Schiller Park, IL 60176

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY.

True Lease: transaction not subject to recordation tax.

ACS No. 77 and 78

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Anne Arundel County Clerk
Maryland

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

AMERICAN CANCER SOCIETY, INC.

RALION CORPORATION

By:

J. Thies

Signature(s) of Debtor(s)

Title

By:

Walter Stuckel

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SCHEDULE A
TO
UCC-1

BETWEEN: AMERICAN CANCER SOCIETY, INC. ---- DEBTOR/LESSEE
AND: RALION CORPORATION ----- SECURED PARTY/LESSOR

I. EQUIPMENT

The following Equipment manufactured by IBM Corporation listed below leased by Ralion Corporation, as Lessor, to American Cancer Society, Inc. as Lessee, pursuant to Equipment Schedule Nos. 77 and 78 together with the Lease Agreement dated November 15, 1984, between said parties to the extent the same is incorporated as part of each of the foregoing Equipment Schedule and the Certificate of Delivery and Acceptance, which Equipment is located at the following locations listed below together with all of the accessories, attachments and appurtenances appertaining or attached to any of said Equipment, whether now owned or hereafter acquired and all substitutions, or accessions, features, renewals and replacements of, and additional special features, model changes and improvements to any and all of said equipment together with all rents, proceeds, issues, incomes, profits and derived therefrom.

All of the following Equipment is manufactured by IBM Corporation.

The following Equipment is for Schedule No. 77.

Quantity	Model	Description	Location	Serial Nos.
1	3256	Terminal Adapter	Exec. Tower Park Bldg.	3276 (86416)
1	3257	Terminal Adapter	Albany, NY 12203	3276 (86416)
1	3174-51R	Control Unit	1840 York Road	P1028
1	3179-100	Color Display	Timonium, MD 21093	6C432
1	3299-002	Multiplexer		F0644
1	3179-100	Color Display	5520 W. Markham St.	FW229
1	3268-002	Printer	Little Rock, AR 72205	69048
1	3268-002	Printer	2433 Ridgepoint Dr.	69320
14	3179-100	Color Display	Austin, Texas 78754	6C973, 6C977, 6C979, 6C980, 6C981, 6C985, 6C996, FX670, 6C966, 6C967, 6C968, 6C972, 6C969, 6C991
1	3179-100	Color Display	104 Route 3 North Gambrills, MD 21054	6C438
1	3179-100	Color Display	200 E. Joppa Road Towson, MD 21204	6B183
1	3174-51R	Control Unit	3316 W. 66th Street	P1215
4	3179-100	Color Display	Minneapolis, MN 55435	FV919, FV880, FV914, FV911
1	3299-002	Multiplexer		E5695

Quantity	Model	Description	Location	Serial Nos.
1	3179-100	Color Display	11323 Amgerst Avenue Silver Springs, MD 20902	6C429
1	3179-100	Color Display	909 E. San Antonio El Paso, TX 79901	FY278
1	3268-002	Printer	5800 Lomas NE Albuquerque, NM 87110	69319
1	3179-100	Color Display	6214 Wurzbach Road San Antonio, TX 78704	FY302
2	3179-100	Color Display	2222 Montgomery	A5860, A5859
1	3268-002	Printer	Fort Worth, TX 76107	69322
1	3268-002	Printer	3003 Van Buren Topeka, KS 66611	69318
3	3179-100	Color Display	8900 Carpenter Freeway Dallas, TX 75247	6B122, 6B114, 98366,
1	3268-002	Printer		69321
1	3179-100	Color Display	1102 Autrey Houston, TX 77006	BU425
1	3268-002	Printer	6725 Lyons St. E. Syracuse, NY 13057	69481

The following Equipment is for Schedule No. 78.

3	3179-100	Color Display	6725 Lyons Street E. Syracuse, NY 13057	6K682, 6K686, 6K696
1	3268-002	Printer	2600 Route 1 North Brunswick, NJ 08902	70333
1	3268-002	Printer	3416 Maple Avenue East Vienna, VA 22180	70329
1	3268-002	Printer	808 Live Oak Drive Chesapeake, VA 23320	70335
1	3268-002	Printer	4240 Park Place Court Glen Allen, VA 23060	70336
1	3268-002	Printer	247 Commonwealth Avenue Boston, MA 02116	70334
1	3268-002	Printer	46 Fifth Street Atlanta, GA 30309	70337

BOOK 508 PAGE 603

<u>Quantity</u>	<u>Model</u>	<u>Description</u>	<u>Location</u>	<u>Serial Nos.</u>
1	3268-002	Printer	9575 North Valparaiso Court Indianapolis, IN 46268	70338
1	3268-002	Printer	145 Pidgeon Hill Road Huntington Station, NY 11746	70339

II. Insurance

All insurance covering the above described Equipment against risk of fire and theft or any other physical damage or loss whatsoever and the proceeds thereof.

Mailed to Secured Party
Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste 200B, 407 Grain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
TOTAL \$11.50
FEB 24 87

CR CLERK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated Jan. 1, 1987 between Assignor as Secured Party and CONTRACT ACCOUNT # S/A68322 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated Jan. 28, 1987 between Assignor and Assignee:

1 (one) 1984 Ford Chaperone Bus S/N 1FDKE37LXEHC1088!

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/5

2584
SUM/VEN/S/A

200326

508 PAGE 605

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Md. 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 16, 1987, Schedule # 01, dated Jan. 21, 1987 between Assignor as Lessor and LEASE ACCOUNT # 786110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Jan. 27, 1987 between Assignor and Assignee:

- 1 (one) 10 KW Heat Sealing Machine Indexer - S/N 10K179
- 1 (one) 15 KW Heat Sealing Machine Closing Machine - S/N 15K107
- 1 (one) 20 KW Heat Sealing Machine Baffle Machine - S/N 20152

RECORD FEE 11.00
POSTAGE .50
FEB 24 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1130

2583
SIR/MFG

206327

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY
Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

STAMP: RECORD FEE 11.00, STATE .50, JAN 21 1987

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12/17/86, Schedule #01, dated 12/31/86 between Assignor as Lessor and LEASE ACCOUNT # 712168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/25/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST



- 5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Nancy L. Gaynor
(Signature of Secured Party)
NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1130

2581
T/A RIDGE

Schedule 01

EQUIPMENT LIST

DESCRIPTION

Vulcan 1800 System, S/N 480 with plasma unit, S/N 5XRDF
 RX 4400 Computer Estimating System
 (1) RX 4400 CPU, S/N 197600
 (2) Estimating II terminals, S/N's T-32228 and T-30455
 (2) Overlay keyboards with probes, S/N 6195C and 6194C
 (1) Okidata 192 Printer, S/N 35136
 (1) Okidata 182 Printer, S/N 3204663
 H.V.A.C. and Mechanical Estimating Program
 Word Star
 Spread Sheet
 CCPM 4 Operating System

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

[Handwritten Signature]
 BxVP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

[Handwritten Signature]
 Lease Loan Credit
 Officer

206329

800 508 PAGE 608

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY
Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

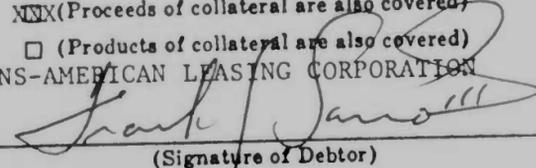
4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-19-86, Schedule #01, dated 12-23-86 between Assignor as Lessor and LEASE ACCOUNT #986121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

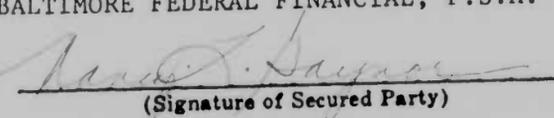
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

~~XXX~~(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)
NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2580
STAR/O'D

QUANTITY	DESCRIPTION
1 (one)	CPU - Intel 86/35
1 (one)	Hard Disk
1 (one)	Floppy Disk Drive
3 (three)	CRT Terminals
4 (four)	Key Boards
1 (one)	System Cabinet
1 (one)	Bulk Printer
1 (one)	Autodial Modem
3 (three)	Operator Consoles
1 (one)	Trade-out of existing Spare CPU board to: 1 - CPU Board 86/35
1 (one)	Trade-out of existing Spares of Power Distribution Unit/Power Supply #3 & #4 to: 1 - Power Panel
1 (one)	Manager's Kit for 2700
1 (one)	Real Time Statistics
1 (one)	StarTel 4230 Remote Concentrator
10 (ten)	Line Cards (160 Customer)
5 (five)	Line Cards (80 Customer)
1 (one)	StarTel 4220 Local Concentrator
6 (six)	Line Cards (96 Customer)

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

[Handwritten Signature]
F x J P

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

[Handwritten Signature]
Credit Officer

Mailed to Secured Party

200033

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12/15/86, Schedule #01, dated 12/16/86 between Assignor as Lessor and LEASE ACCOUNT # 502168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/25/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/50

2579
T/A NUM/CORP.

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	System 45, S/N E35493
1	256K Memory, S/N P1626
1	75MB Disk Drive, S/N E36569
1	½" Streaming Tape Drive, S/N E35142
1	VT-6 Terminals & Keyboards
3	S/N's)36132, P06262, P03319
1	180/60 CPS Printer S/N 012981
1	QMRP

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED
11-00
154089 CTTT 201 111-09
FEB 29 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Dec. 5, 1986, Schedule # 01, dated Dec. 30, 1986 between Assignor as Lessor and LEASE ACCOUNT # 802168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Jan. 29, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2588
KAPA

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Data General DG/20 Computer with: IAP Option 512KB Memory 38.6 Megabyte Fixed Winchester Disk Drive Cartridge Tape for Daily Backup License to use RDOS
1 (one)	USAM-4
1 (one)	Parallel controller
1 (one)	M-200 System Printer, 340 c.p.s. with true 8 1/2" x 11" compressed print capability
2 (two)	D-214 Display Terminals with 80 column display
1 (one)	Safe UPS Power Supply
1 (one)	Word Perfect Software Package for DG/20
1 (one)	Mathplan Software Package
5 (five)	Data Terminal - Model 2521 with: 2K - Internal CMOS Memory and 6K - Additional CMOS Ans-R-Tran each will be equipped with:
5 (five)	Sola Power Transformers
5 (five)	1200 Baud Modems

TRANS-AMERICAN LEASING CORPORATION

BY:

Frank J. Sarro III

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

Nancy L. Dayron

TITLE:

Responsible Credit Officer

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10-1-85, Schedule #04, dated 12-26-86 between Assignor as Lessor and LEASE ACCOUNT #581001 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150
2576
T/A/GOOD

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
8	Omron Registers 81' 30's (demos) w/16K Memory, PPC Comm. boards, modem rom plug shrouds, peripheral roms, mater kit 1 - Omron Floppy Disk 1 - 1 Meg External Memory File
8	Numeric Turret Displays
8	ONEAC 1101's for register (line regulators)
1	ONEAC 1102 for EMI Floppy
6	Additional cash tills
14	Till covers w/locks

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Ex VP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: Receipt Cash

Credit officer

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 2/19/86, Schedule #05, dated 12/19/86 between Assignor as Lessor and LEASE ACCOUNT # 689120 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/15/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Schedule 05

EQUIPMENT LIST

QUANTITY

DESCRIPTION

2 (two)	Numbering Units, Model 1726, S/N's 861118 and 861121
1 (one)	Stacker Model 1731, S/N 681113
26 (twenty six)	Numbering Machines, S/N's 2523391, 2523392, 2523393, 2523394, 2523395, 2523396, 2523397, 2523398, 2523399, 2523400, 2523401, 2523402, 2523403, 2523404, 2523405, 2523406, 2523407, 2523408, 2523409, 2523410, 2523411, 2523412, 2523413, 2523414, 2523415, 2523416
6 (six)	Mounting Rings
24 (twenty four)	Adapters
2 (two)	Consecutive Numbering Non Throw Off Assembly, Part Number 05M449, 1/8 CP 65EP 16" 4120

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

[Handwritten signature]
BxDP

[Handwritten signature]
Lease Loan Credit Officer

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
 Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A. FILING FEE 11.00
LOSING .50
11:10
24 87
 Address 300 E. Lombard Street
Baltimore, Maryland 21202
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11-25-86, Schedule # 02, dated 1-8-87 between Assignor as Lessor and LEASE ACCOUNT # 521168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
 TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
 (Signature of Debtor)
 Frank J. Sarro, III., Exec. V.P.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Hancy L. Baynor
 (Signature of Secured Party)
 HANCY L. BAYNOR
 Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2574

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	Artopex Modular System and Artopex Chairs:
18 (eighteen)	PS 6624 Panels
4 (four)	PS 6630 Panels
12 (twelve)	PS 6642 Panels
12 (twelve)	PS 6648 Panels
4 (four)	WJ 7230 Work Surfaces
4 (four)	WK 7230 Work Surfaces
4 (four)	WG 4224 Work Surfaces
4 (four)	WH 4224 Work Surfaces
8 (eight)	SF 48 Flipper Draws
8 (eight)	LF 48 Lights
1 (one)	PS 6660 Panels
2 (two)	PS 6648 Panels
2 (two)	PS 6636 Panels
8 (eight)	DF 1815 (3) Draw Units
8 (eight)	DC 1815 (1) Box, (1) File Draw
2 (two)	BH 48 Power Harnesses
16 (sixteen)	EH 24 Power Harnesses
4 (four)	EH 42 Power Harnesses
4 (four)	EH 30 Power Harnesses
2 (two)	EP Power Poles
2 (two)	EC 12 Power Feeds
24 (twenty-four)	ER 1,2,3 (8) ER 1, (8) ER 2, (8) ER 3 - Duplex Outlets
8 (eight)	PEC 90 Corner Covers
2 (two)	PEC 180 - 180° Covers
11 (eleven)	PM 66 Wall Mount
8 (eight)	AKS Computer Tray Shelves
8 (eight)	AS-SO 1648 Book Shelves
4 (four)	AS 60 Lateral Files
8 (eight)	COTA CHAIRS W/GAS LIFT
2 (two)	LO-P CHAIRS W/GAS LIFT

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, IIITITLE: Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Bea HaganTITLE: Branch Credit Officer

Mailed to Secured Party

266336

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY
Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 11-25-86, Schedule #01R, dated 12-1-86 between Assignor as Lessor and LEASE ACCOUNT # 521168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

~~XXX~~ (Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaylor
(Signature of Secured Party)

NANCY L. GAYLOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/30

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	IBM5170339 Model 239 w/keyboard
1 (one)	IBMHSEA20 Seagate 20MB
1 (one)	IBM6450215 AT serial/parallel adapter
9 (nine)	IBMHHEX1040 Hexace IRGB Board w/par por
4 (four)	IBM1503810 360K Drive
3 (three)	IBMHAST3GMOD1 AST EGA, CGA 256K Card
3 (three)	AMDE722 Amdek RGB Hi Res Color monitors
8 (eight)	IBM5160278 XT, 256K, 2 Drives
8 (eight)	Second Drives for XT
9 (nine)	AMD310A Amdek 300 Amber Monitor
3 (three)	Surge Protectors
1 (one)	Persyst I Meg Board
1 (one)	Ininterruptible Power Supply
13 (thirteen)	Arcnet Network Boards
1 (one)	Active Junction
1 (one)	Novell Software
3 (three)	Hayes 2400 Modems Internal
3 (three)	Nec P-7 Dot Matrix Printer
3 (three)	P-7 Printer Tractors
1 (one)	HP2686A300 Laserjet plus printer
3 (three)	Passive Junction
2 (two)	HP Soft Front Cartridge
11 (eleven)	IBM6280057 Dos 3.2 5.25 Disk
3 (three)	INTELPCMB2010 AT Board w/128K
1 (one)	Alloy QIC Tape
3 (three)	Alloy QIC Tape Boards
1 (one)	Chatterbox
1 (one)	Prom
3 (three)	600A Data Tape
4 (four)	Sony 5.25' Disk
2 (two)	AT Style New Keyboard

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, III
 TITLE: Exec V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Joseph L. Daynor
 TITLE: Lease Loan Credit Officer

Mailed to Secured Party
 Secured Party

286407

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 20, 1987, Schedule #01, dated Jan. 23, 1987 between Assignor as Lessor and LEASE ACCOUNT # 107802 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Jan. 27, 1987 between Assignor and Assignee:

- 1 (one) 1981 PHT300A 35 ton Hydraulic Crane, 4 axle carrier with 100 ft. main boom and jib; Engine: Detroit model 671 S/N 49525 with 2 wenches.

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

FEB 24 1987

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)



(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gayner
(Signature of Secured Party)

NANCY L. GAYNER
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/50

2572
BLDG/COM

206333

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Trans-American Leasing Corporation Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY Name Baltimore Federal Financial, F.S.A. Address 300 E. Lombard Street Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12/22/86, Schedule #01, dated 12/24/86 between Assignor as Lessor and LEASE ACCOUNT #286122 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1/25/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered) (Products of collateral are also covered) TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor) Frank J. Sarro, III., Exec. V.P. Type or Print Above Signature on Above Line

(Signature of Debtor) Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Nancy L. Gaynor Type or Print Above Name on Above Line

Filed with Anne Arundel County

1750

2569 STAR/ BET ANSWER

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	CPU 8630
1 (one)	Hard Disk
5 (five)	CRT Terminals
1 (one)	System Cabinet
1 (one)	Bulk Printer
1 (one)	Autodial Modem
1 (one)	Series 2000 Call Distributor Unit
5 (five)	Operator Consoles
1 (one)	System Spares Consisting of: (ACD)-(1-CPU Board 8630, 1-Generator Board, 1-Trunk Card, 1-Operator Console, 1-Power Distribution Unit, 1-Power Sypply #3, and 1-Power Supply #4.)
1 (one)	Manager's Kit - 2800
1 (one)	Real Time Statistics
1 (one)	Order Entry Package

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Raymond L. PayneTITLE: Senior Loan Credit
Officer

2569

12 20

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1-1-87, Schedule #01, dated 12-26-86 between Assignor as Lessor and LEASE ACCOUNT #891216 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 12.00
RECORDS SECTION 11:14

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro
(Signature of Debtor)

Frank J. Sarro, III - Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2594
BWF/ZYCHOW

12-80

EQUIPMENT LIST

BOOK 508 PAGE 626

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Melink 200 XS Safe
1	Eagle/HSA 10FO Handsink
1	Eagle/41216318L&R 3 Compartment Sink
1	Advance/1005 Dunnage Rack
1	RF Hunter E080E Filtrator
1	RF Hunter Set Filters
1	Bloomfield #29 Potato Cutter
1	Bloomfield 3/8" Die Cutter Head
1	Advance.1006 Dunnage Rack
1	Crescor/229FF20 Fry Basket Racks
2	Actev Quick Disconnects/Hoses
5	RS6E Glencoe Refrigerator
1	115V/Cinninnati Time Clock
1	OMRON RS018-11 Cash Register
1	Aqua Matic /6' Hood System (Dry)
1	Pitman 14BA Std Gas Fryers
4	Pitman Sets of Casters
4	Pitman Baskets
70	Miroil Filter
1	Nelco/B411-01212CO Ice Machine
1	Nelco/B4000165100 Ice Bin
1	Eagle TM122ORW120T Hot Warmer w/lids
1	Boardwalk Fries Smallwares Package
1	Triangle Sign, Sign & Menu Board

SARRO-SIEGEL LEASING PARTNERSHIP

BY:

Frank J. Sarro, III
Frank J. Sarro, III

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

*Lease Plan Credit
Officer*

Mailed to Secured Party

2063 10

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1-1-87, Schedule #01, dated 12-30-86 between Assignor as Lessor and LEASE ACCOUNT #DL1003 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORDING FEE 12.00

FEB 24 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III - Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

Nancy L. Gaynor
Type or Print Above Name on Above Line

Filed with Anne Arundel County

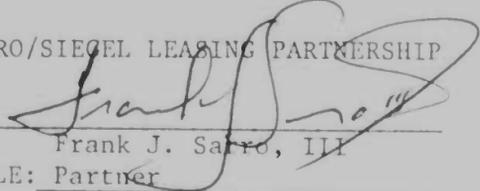
178

2593

DL/NY CLEAN

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Unipress Single Buck Bosom Body Press
1 (one)	Unipress One Lay Sleever
1 (one)	Unipress Colar Cuff
1 (one)	Forenta Folder
1 (one)	Dayton Water Heater 399,999 BTU
1 (one)	Cissell Spotting Board
1 (one)	Unipress Topper Press
1 (one)	Unipress Unitopper
1 (one)	320P 50 lb. Washer Extractor
1 (one)	Hoffman Coat-a-Matic
1 (one)	Fulton Boiler Complete System

SARRO/SIEGEL LEASING PARTNERSHIP
BY: 
Frank J. Sarro, III
TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.
BY: 
TITLE: Lease Loan Credit Officer

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-1-86, Schedule # 01, dated 12-1-86 between Assignor as Lessor and LEASE ACCOUNT # 216810 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 18.00
454078 0777 011 711-114
FEB 24 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

(Signature of Debtor)

Frank J. Sarro, III - Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Nancy L. Gaynor
Type or Print Above Name on Above Line

Filed with Anne Arundel County

19

2592

SS/GREEN

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Cigarette Machines S/N3040939, S/N3040940
1 (one)	Music Machine S/N1035025
1 (one)	Shuffle Board Machine S/N284
2 (two)	Video Poker Machines S/N513285, S/N511039
1 (one)	Video Gauntlet S/NUR01098
1 (one)	Video Rygar S/NA2183
1 (one)	Video Rampage S/N698
1 (one)	Video Space Rambler S/N06283
1 (one)	Video Edura Racer S/N203266
1 (one)	Video Life Force S/N6R6034
1 (one)	4'X16'X2' Hood
1 (one)	Ansel System for cooking equipment
1 (one)	Garland #G-284-36TH, 2CO stainless cabinet; Range, 4 open burners-36" grill, stainless steel
1 (one)	Frymaster #MJ345EC-SD stainless steel door; open fryers with battery, stainless steel, computerized
1 (one)	Henny Penny #01006 stainless steel door; pressure fryer, stainless steel door
1 (one)	Garland #IR67 stainless steel double broiler, ceramic on bottom & infra red on top
1 (one)	Cleveland # Steamcraft II counter top convection steamer
1 (one)	Metal Masters T3096STEB-BS, 30"X96" stainless steel table with 4" backsplash with 16"X19"X13 1/2" sink bowl
1 (one)	Fleetwood #BF300, 12" slicer
1 (one)	Univex #G automatic potato peeler
1 (one)	Metal Masters #AWTP5-LP, 5 compartment steam table
1 (one)	Star #RST45-3E, 3 compartment cold food table, 10 cubic feet, refrigerated base, 5 year compressor warranty
1 (one)	Metal Masters #CB3072SEB, 6' stainless steel table
1 (one)	Metal Masters #DOS1272-16-3, 12'X72" stainless steel double overshelf mounted on chef table
2 (two)	Hatco #GRAH-60, 5' heat lamps, mounted under double overshelf

SARRO/SIEGEL LEASING PARTNERSHIP

BY: Frank J. Sarro, III
TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

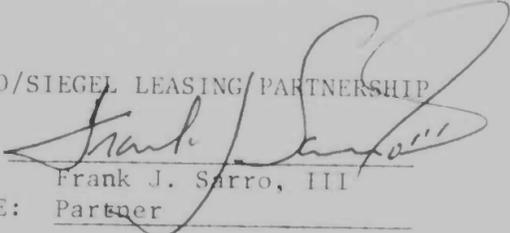
BY: Joseph P. ...
TITLE: Credit Officer

EQUIPMENT LIST (continued)

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Metal Masters T3048EB-BS, 24"x30" stainless steel table with 4" backsplash
1 (one)	Toastwell #SST-2, 2 drawer bun warmer
1 (one)	Hobart #A200, used 20 quart mixer with attachments
1 (one)	Frymaster #PF50E-120 automatic filtering system
1 (one)	Manitowac #GY0604A, 600 lb. ice machine on 700 bin
1 (one)	Arctic Air walk-in box, 14'X14'X7'X8', 8' cooler, 6' freezer, 1 H.P. Low Temp compressor with 5 year compressor warranty; compressor's to be remote with 25' of pre charged lines, NSF Approved, compressor covers, winter controls, aluminum construction
	Assorted Metal Masters, Epoxy shelving
	Freezer
	16 P74C poles
	4 P54C poles
	16 1472E shelves
	4 1436E shelves
	Cooler
	16 P74C poles
	4 P54C poles
	16 1872E shelves
	4 1848E shelves
	Assorted Metal Masters, Zinc shelving
	Dry Storage
	2 S4-74-1872
	3 S4-74-1860
	1 S4-74-1836
1 (one)	Insinger # Speeder 6 dish washer, gas tank heat, 2 rent cowl, stainless steel front panel for dish table
1 (one)	4'X7'X2' dish hood
1 (one)	Metal Masters #CDTL-60-16-3, 5' stainless steel clean dish table
1 (one)	Metal Masters #SDTR-84-16-3, 7' stainless steel soiled dish table with two (2) 16"X19"X13½" sink bowls with faucets
1 (one)	Metal Masters #301124 rack slide for rinse sink
1 (one)	Metal Masters #300718 pre rinse spray unit
1 (one)	Metal Masters #605382, 63" wall mounted slant rack for dish trays
1 (one)	Metal Masters #WM72PR, 6' stainless steel wall pot rack
1 (one)	Metal Masters #HSA10F, stainless steel hand sink with faucet
1 (one)	Metal Masters #314016-1 utility sink or mop sink
1 (one)	Hatco #C45 custom booster heater for dish machine

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

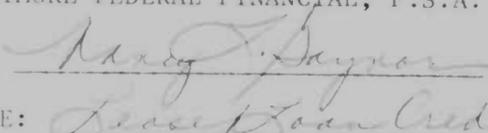


Frank J. Sarro, III

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:



Mary J. Daynor

TITLE: Lease Loan Credit Officer

BOOK 508 PAGE 632

EQUIPMENT LIST (continued)

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Hood #1
1 (one)	Duct 16 gauge
1 (one)	Make Up Air
2 (two)	Fans
1 (one)	Hood #2
1 (one)	Duct 24 gauge
1 (one)	Fan for dishwasher hood

SARRO/SIEGEL LEASING PARTNERSHIP
 BY: *Frank J. Sarro*
 Frank J. Sarro, III
 TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.
 BY: *Nancy T. Dwyer*
 TITLE: *Trust Loan Credit*
Officer

Mailed to Secured Party

2000 12

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-1-86, Schedule #01, dated 12-1-86 between Assignor as Lessor and LEASE ACCOUNT #322168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 1 (One) Sign & Menu Board
80 (Eighty) Baskets
5 (Five) JC Pitman 14 BA Standard
1 (One) Cash Register Omron RS 1811
1 (One) AVM Hood System
1 (One) Smallwares Package

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

(Signature of Debtor)

Frank J. Sarro, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

NANCY L. GAYNOR

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

2591
BWF/ GOLD

200013

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 12.00
POSTAGE .50
FEB 24 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1-1-87, Schedule #01, dated 12-30-86 between Assignor as Lessor and LEASE ACCOUNT #DL1004 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III - Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

NANCY L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

12-30

2590
DL/GEORGIA

BOOK 508 PAGE 635

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1035 FSHRMC Vic Micro, Cartridge Dryer
1	Cissell Spotting Board with Spray Tank
1	Unipress Topper Atf
1	Unipress Legger with Iron Complete
1	Unipress Utility Press with Iron Complete
1	Unipress Triple Puffiron
1	Unipress Single Puff Iron
1	Cissell ffd Form Finisher
1	White up & down Conveyor 1000#
1	Unipress Single Buck Bosom Body Press
1	Unipress Colar Cuff Press
1	Unipress One Lay Sleever
1	Unipress Colar Post
1	Unipress Damp Box
1	Unipress Apparell Press 53-T
1	Edro Washer Extractor 50lb. Plus High Speed
1	Unipress Semi Folder
1	Fulton 20hp High Effient
1	Fulton Complete Return System
1	Fulton Blow off Seperator
1	Rolair Air Compressor 71/2
1	Remart 8 Vacuum
1	Dayton Hot Water Heater 399, 999 BTU Quaiick Recovery

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

Frank J. Sarro, III

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

Joseph J. Credit
Officer

Mailed to Secured Party

12-22

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECEIVED FEB 24 1987 12:00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-22-86, Schedule #01, dated 12-22-86 between Assignor as Lessor and LEASE ACCOUNT #822216 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 1-26-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III - Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy L. Gaynor
(Signature of Secured Party)

Nancy L. GAYNOR
Type or Print Above Name on Above Line

Filed with Anne Arundel County

12-22

2589
FIN. TIPS

BOOK 508 PAGE 637

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	#401 Intermediate Stainless Steel Cabinets
15	#992 Vedette Styling Chairs
5	#347, 348 Trockenvenke
5	#440 Waschenheit Mit Seitenwanden Aus Bilamenat
15	Styling Stations
1	Reception Desk
2	Retail Display Units
10	Reception Chairs
1	Air Cleaning Unit
1	Washer
1	Dryer
15	Bevel Edged Mirrors
1	Receptionists Stool

SARRO/SIEGEL LEASING PARTNERSHIP

BY: Frank J. Savro, III
TITLE: Partner

BALTIMORE FEDERAL FINANGIAL, F.S.A.

BY: Frank L. Sawyer
TITLE: Chief Loan Credit Officer

Mailed to Secured Party

**END
LIBER**